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**UNION SHOP
CONTRACT
(Forming Department)**

between

**OWENS-BROCKWAY GLASS CONTAINER
INC.**



and



**GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION**

AFL-CIO, CLC

2005

Sarasota, Florida

**EFFECTIVE - April 1, 2005
EXPIRES - March 31, 2008**



PLEDGE TO THE FLAG

"I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands - one nation under God, indivisible, with liberty and justice for all."

Dedication

This Contract is dedicated to all military personnel and especially to GMP Members, O-I employees and their respective family members who have served and are serving the United States of America as members of our Nation's Armed Forces. For those currently serving, we wish them well and look forward to their safe and quick return to home and country.

This Contract is also dedicated to the memory of Rob Martini, who passed away shortly after the 2002 bargaining conference at far too early an age. He started his 30+ year career with Brockway Glass and spent all of it in labor relations. He participated in ten bargaining conferences with the GMP, starting in 1974. His patience, integrity and honesty were on display every day in his dealings with the GMP and its members.

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PREAMBLE

The intent and purpose of this Union Shop Contract is to maintain and further harmonious labor-management relations upon a constructive and sound foundation. This foundation has as its cornerstone full acceptance and recognition of the obligations and rights of both parties. This foundation embraces a true spirit of full cooperation with both parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous industry.

Introductory Paragraph

This Contract entered into this **26th** day of March, **2005**, by and between the Glass, Molders, Pottery, Plastics & Allied Workers International Union (AFL-CIO, CLC), on behalf of itself as the International Union and as agent for and on behalf of its Local Unions covered by this Contract (hereafter referred to as the "Union"), and Owens-Brockway Glass Container Inc. (hereafter referred to as the "Company"), is hereby approved and accepted by the joint conference of the Union and the Company at their conference concluded this **26th** day of March, **2005**, and is a Union Shop Contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees described in this Contract in accordance with existing Federal statutes.

ARTICLE 1

Union Recognition and Jurisdiction

1. The Company recognizes the Union as the sole collective bargaining agent for all Apprentice Machine Operators, Journeymen Machine Operators, Machine Upkeep Men, other hourly rated employees who are regularly assigned to the Forming Department, all employees in the Machine Repair

Department in plants which have such a department, and employees who devote their full time to the repair and maintenance of forming machines, except supervisors and employees represented by other Unions, in all of the glass container manufacturing plants of the Company. The classifications for all employees under the jurisdiction of this Contract except those of Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men shall be part of this Contract and shall be referred to as Schedule "A" and shall be included in the printed Contract. The representation of all employees under the jurisdiction of this Contract by local agreements shall remain unchanged. Where the pronoun he, his, or him appears in this Contract, such word shall include both male and female employees.

2. As a continuing condition of employment, all employees of the Company now or hereafter coming under the jurisdiction of this Contract, shall become and remain members of the Union on the thirtieth (30th) day following the beginning of such employment, or the execution, or effective date of this Contract, whichever is later, all to be enforced and applied in accordance with the provisions of Section 8(a)(3) of the Labor-Management Relations Act of 1947, as amended.
3. (a) It is further agreed that any group of employees who are employed in any glass container plant of the Company, which plant was not in existence or owned or controlled by the Company on April 1, 1996, and who comprise an appropriate bargaining unit and for whom the Union becomes the recognized or certified bargaining agent shall automatically be included and covered by this Contract and shall be made a party hereto as of the date of such recognition or certification.

- (b) In any organizing campaign involving any group of employees who are employed in any glass container plant of Owens-Brockway Glass Container Inc., the Company agrees to maintain a neutral position. No supervisors, managers or agents of the Company will take a position in organizing campaigns in opposition to representation by the Union.
 - (c) If the Union claims majority status, the Company agrees to a count of authorization cards to be conducted by any arbitrator regularly employed by the parties in that geographical area. Upon certification from the arbitrator that a majority of the workers have signed authorization cards, the Company agrees to recognize the Union.
 - (d) Disputes concerning the scope of the unit, placement, voter eligibility or improper conduct by either party shall be decided by the arbitrator. He shall be empowered to order a remedy for any breach of neutrality or other misconduct.
- 4. The operation of any and all types and kinds of automatic glass gathering, blowing and pressing machines coming in the future under the jurisdiction of the Union shall come under these same rules and wage scales.
 - 5. In states where by law employees may not be required to become a member of the Union as a condition of employment, then to the extent permitted by law, all such employees who do not become members of the Union after thirty (30) calendar days, the effective date or the execution date of this Contract, whichever is later, shall, as a condition of employment, pay to the Union each month an amount of money equal to that paid by other employees in the

bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees who do not choose to become members of the Union, such payments shall commence thirty (30) calendar days following the effective date or the execution date of this Contract, whichever is later. The Union agrees to indemnify the Company against claims made against it as a result of the application of this Article.

6. **When any new employee is hired, the Company will notify the Local Union and the appropriate Shop Steward, within three (3) days after the employee has started to work.**

ARTICLE 2

Duration and Changes

1. This Contract shall become effective April 1, 2005, and remain in full force and effect through March 31, 2008.
2. If changes are desired by either party, notice and changes shall be given to the other party sixty (60) days prior to the expiration date of this Contract.
3. The parties shall hold a conference at least thirty (30) days prior to the expiration date of this Contract **and at a mutually agreeable time and place.**

ARTICLE 3

Union Rights

1. The Company agrees that, subject to the provisions of this Contract, the Union shall at all times be free to exercise its rights to advance the best interests of

and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be restrained or coerced or discriminated against, in any manner, because of his membership in and for activities on behalf of the Union or its constituent Local Unions.

2. The Business Committee and/or Shop Steward and/or officers during working hours shall be permitted to conduct legitimate business dealing with union-management matters, after first notifying management. Supervision shall, as promptly as possible, grant permission to leave their work for such purpose. This privilege shall be exercised reasonably. Local Unions shall submit a list of the names of shop stewards and members of the Business Committee to the Company.
3. The accredited International Representative of the Union shall, after first advising plant management of such visit and its purpose, be granted the right to visit the plants in matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Contract.
4. The Company shall provide and maintain an appropriate number of glass enclosed bulletin boards in the Forming Department for the exclusive use of the Union or its Local Union. Only items of Union business signed by an officer of the Union or its Local Union may be posted.
5. When an employee is called to full-time duty by the Local Union or International Union, he shall be granted leave of absence up to five (5) years, and must renew his leave of absence each of these five (5) years with the plant manager. Upon termination of

such Union duties, he may return to work covered by this Contract, taking his position on the seniority list indicated by his years of service including time spent on such duties for which leave was granted.

6. Local Plant management and the Local Union Business Committee will meet each month to discuss matters of mutual concern. This meeting will not serve to circumvent the Grievance Procedure.
7. The Company shall not agree to any settlement of an issue relating to the Contract which could create a procedure, practice, or custom without the approval by the Business Committee of the Local Union.

ARTICLE 4

Hiring, Releasing, Quitting, Disciplining, and Discharging

1. The right of the Company to hire and to discipline and/or discharge employees for just cause is hereby acknowledged. Such discharge shall be in accordance with provisions of Section 3 of this Article. In the event the Company is unable to secure employees for jobs covered by this Contract, the Company shall request the International Union to recommend employees in the classification needed.
2. An employee deciding to terminate his employment with the Company should give notice to the Company and continue to work for five (5) consecutively scheduled work days or shifts immediately thereafter. If the Company decides to release an employee, the Company must give the same notice in writing or pay the employee five (5) days' wages, except in cases of disaster, fire, explosion, etc. This does not apply to layoffs or furloughs beyond the control of management.

3. No employee shall be summarily discharged. In all cases in which the Company concludes that an employee's conduct may justify discharge, he shall be suspended initially for not more than three (3) working days. The Shop Steward or Local Union shall be notified within twenty-four (24) hours of such suspension. During such suspension period, the Company will meet with the Union and review the facts of the case. At the end of the suspension period, the Company shall notify the Local Union in writing of its final action and the grievance procedure can be invoked immediately at Step 3.

ARTICLE 5

Check-Off

1. The Company shall check-off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct each week such dues in the amounts certified to the Company by the Secretary-Treasurer of the International Union and once each month send to the International Union and to the Local Union their respective shares as certified by the Secretary-Treasurer of the International Union, and will supply the International Secretary-Treasurer of the Union and the Financial Secretary of each Local Union a list of all members, with their addresses and Social Security numbers, who have had their dues deducted in the regular dues deduction period. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article. The check-off list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such submissions. The payment of dues shall be by electronic transfer. Each local union covered by this agreement will have the option

of receiving the check-off list and/or payment of dues in the same electronic format.

2. New employees may sign check-off authorization and application blanks upon receiving employment. After thirty (30) calendar days, the Company shall then process each new employee in accordance with the first section of this Article. The International Union shall supply the Company with all necessary forms.
3. The Company shall check off Political Action Committee (PAC) contributions on presentation of PAC check off authority signed by the employee. The Company will make such PAC deductions weekly in the amount authorized by the employee on the PAC check off authorization form. The Company will then, once each month, send to the Secretary-Treasurer of the International Union and to the Financial Secretary of the Local Union their respective shares as designated on the employee's PAC check off authorization form. The Company will, at the time the monthly remittance is made, furnish to the International Union and the Local Union a list of the employees who have made contributions for the month and the amount of the contribution made. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

ARTICLE 6

Membership List

1. Each employee shall be responsible for furnishing to the personnel office of his employer and to the Recording Secretary of the Local Union, his mailing address and a telephone number at which he can be reached, and shall likewise furnish changes in his mailing address and telephone number. Such mailing address and telephone number may be used by his

employer in giving any notice to the employee which may be required under any of the Articles of this Contract. The Company shall not later than the first day of each month furnish the Secretary-Treasurer of the International Union and each Local Union involved with a current and corrected list of the names and addresses of employees coming under the jurisdiction of this Contract. Such list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such electronic list. Each local union covered by this agreement will have the option of receiving the list in the same electronic format.

2. The Company will provide the Local Union, each week, with a list of all employees covered by this Contract, who have, in such week, terminated their employment with the Company. The Company will provide the Local Union, each month, with a list of employees who are receiving weekly disability benefits.

ARTICLE 7

Seniority

Former Owens Plants

1. During periods of layoffs making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off the machines; however, employees shall have the right to volunteer for layoffs. Senior employees shall have first choice of layoff, provided Journeymen Machine Operators and Machine Upkeep Men with the necessary experience to operate the machines remaining in production are on the Company's payroll and available for work. Any senior employee, having volunteered for a layoff, may return to work at any time after first notifying the Company seven (7) calendar days in advance.

2. If further reduction of the work force is necessary, those employees with least seniority under this Contract shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.

Employees other than Apprentice Machine Operators, Journeymen Machine Operators and Machine Upkeep Men under the jurisdiction of this Contract shall be laid off in accordance with local seniority agreements and practices.

3. In the case of temporary layoffs, as hereinafter defined, shift seniority shall apply immediately in accordance with the provisions of Section 1. Temporary layoffs shall be defined as not exceeding three (3) working days, except that in cases of color changes temporary layoffs shall be defined as not exceeding five (5) working days. When the layoff will exceed three (3) working days, or in the case of a color change five (5) working days, the seniority provisions of Section 1 shall apply.
4. (a) In like manner, a recall of an employee laid off under this Article shall be handled in the reverse order of the layoff. Such recall will be within ten (10) days of scheduled date, except as otherwise provided in this Contract.
- (b) Following any furnace repair, extended machine shutdown or temporary transfer to a higher rated job, the affected Journeyman Machine Operator shall, if he so requests, be reassigned to the same machine he operated prior to such event for at least sixty (60) days.

- (c) An employee will have recall rights during a continuous layoff for a period of five (5) years. If an employee has not been recalled at the conclusion of such period, his seniority and recall rights will then be canceled, and his employment will then be considered to have been terminated for all purposes.
- 5. Seniority plus ability shall govern in cases of promotions. The Company shall post job vacancies under the jurisdiction of this Contract. An employee who is awarded a promotion shall be given a trial period of ninety (90) days in order to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee may be returned to his former classification, in accordance with local practice.
 - 6. Any employee under the jurisdiction of this Contract transferred to a non-supervisory position not under this Contract may be returned by the Company to a job under this Contract without loss of seniority already earned in accordance with local practice. Such a returned employee may initially exercise his dormant seniority at a level no higher than the Journeyman Machine Operator level, if his seniority so entitles him, and, if not, on starting jobs under this Contract, if his seniority so entitles him.

Any employee under the jurisdiction of this Contract transferred to a supervisory position not under this Contract may return to a position at a level no higher than the Journeyman Machine Operator level, if his seniority so entitles him; and, if not, on starting jobs under this Contract, if his seniority so entitles him, within one (1) year without loss of seniority already earned under this Contract. Any such employee without a journeyman operator's card shall be restored to

employment in their previous position before becoming a supervisor, but without retention of any prior shift preference. Any employee becoming a supervisor shall apply for a withdrawal card within thirty (30) days after advancement. This paragraph shall be applicable one (1) year following the effective date of this Contract to all supervisors returning to the bargaining unit after that date, regardless of when they obtained supervisor status.

7. Employees within the plant shall be considered for job openings on starting jobs in the Automatic Machine Department before employees are hired from other sources.
8. For purposes of vacation pay and pension qualifications, the employee's adjusted service date as of April 1, 1974, will be used to determine benefits.
9. Any dispute arising under this Article may be referred to the Grievance Procedure.
10. All jobs shall be posted, the most senior employees shall be awarded the jobs providing they have the ability to perform the work required by the job. The person who is awarded a job bid will be placed on the job or will be paid the rate of the job not later than fifteen (15) days following the day of the award. For purposes of insurance and pension benefits, the successful bidder will also be placed in the proper labor grade within fifteen (15) days following the day of the award. The successful bidder will be notified of award within five (5) days after the posting is taken down.

When placement cannot be made within fifteen (15) days, the Company will contact the Local Union and explain the reason for the delay.

11. If an employee is laid off and at the time of layoff is performing the job despite some injury or disability, he shall be recalled to work in the order of his seniority. The fact that the employee had previously been disabled shall in no way prejudice his right to recall.
12. Leave of absence may be granted at the judgment of the Company, not to exceed one (1) year. If leave extends one (1) year or less, the employee accumulates seniority, providing he remains a member in good standing.
13. A woman's absence from work for the birth of her child shall be considered as all other non-occupational medical disability leaves of absence. Hospital and medical benefits shall be the same as for any other disability including weekly accident and sickness benefits.

In the event an employee acquires a child by adoption, the employee shall be granted a leave of absence for the length of time required by the agency involved in the adoption. Seniority shall accumulate during this leave of absence and upon return to work the employee shall be assured of a job in accordance with their seniority and qualifications.

Former Brockway Plants

1. Seniority will commence from date of the employee's first day of work but will not be effective until the thirtieth (30th) day after employment and will accumulate during his course of employment as prescribed in the following regulations:
 - (a) Seniority of an employee who is discharged or quits for any reason shall cease as of that date.

- (b) An employee absent from work for seven (7) consecutive calendar days without notifying the Company will be considered as a voluntary quit and will cancel all previous seniority.
- (c) An employee on layoff who fails to report for work within ten (10) calendar days after being notified will be considered as a voluntary quit and this will cancel all seniority and reemployment rights unless the Company has been notified and has agreed to an extension of time. If extension is granted, the Local Union will be notified. The Company agrees to notify by registered letter those persons they are unable to contact by telephone, and the Union will be informed when notification is sent.
- (d) Seniority accumulates while an employee is absent for sickness or injury provided he returns to his job as soon as he is able to work.
- (e) A layoff of sixty (60) months will not be considered a termination and will not cancel seniority and reemployment rights. A layoff of longer than sixty (60) months will be considered as a termination and will cancel such seniority and reemployment rights.
- (f) If two (2) or more employees start to work on the same day, their position on the seniority list will be determined by the shift on which they start. If two (2) or more employees start to work on the same day and the same shift, their position on the seniority list will be determined by the alphabetical arrangement of their last name.
- (g) The first thirty (30) calendar days from the date of hire of a new employee shall be considered

his probationary period, and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in his prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period.

2. (a) During periods of reduced activity making a reduction in the working forces necessary, Apprentice Machine Operators shall be the first laid off.
- (b) If further reduction of the work force is necessary, those employees with least seniority shall be laid off. It is further understood that Journeymen Machine Operators retained under this Article shall accept the responsibility of maintaining regular production levels.
- (c) Employees other than Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep under the jurisdiction of this Contract shall be laid off in accordance with local seniority agreements and practices.
- (d) Senior employees shall have the right to volunteer for layoff provided, in all cases, Journeymen Machine Operators and Machine Upkeep with the necessary experience to operate the machines remaining in production are on the

Company's payroll and available for work. Any senior employee having volunteered for layoff, may return to work at any time after first notifying the Company seven (7) calendar days in advance.

- (e) In the case of temporary layoffs, as hereinafter defined, shift seniority shall apply immediately in accordance with the provisions of Section 2 (a), (b), and (c). Temporary layoffs shall be defined as not exceeding three (3) working days. When the layoff will exceed three (3) working days, the seniority provisions of Section 2 (a), (b), and (c) shall apply.
- 3. In case of departmental layoff due to curtailment for any reason, then such employees displaced shall have the right to exercise their plant seniority to displace the least senior employee in the department they are placed.
 - 4. Individuals from other Local Unions, or Units covered by separate Contracts under the Glass, Molders, Pottery, Plastics & Allied Workers International Union will be entitled to exercise their seniority already earned under the jurisdiction of this Contract to displace the least senior employee in the A.M.D. Such employee will forego any promotion within the A.M.D. for one hundred eighty (180) days. This provision will not necessarily apply to layoffs from the plant of less than three (3) working days.
 - 5. In like manner, a recall of any employee laid off under this Article shall be handled in the reverse order of the layoff.
 - 6. In the reduction of the working forces, out of the plant, plant seniority shall govern, providing the

remaining employees are qualified to perform the available work. Recall will be on the basis of plant seniority. The Company will post notice in advance of predictable curtailments in production for extended periods of time and tank rebuilds. Those employees who it can be predicted with reasonable assurance will be laid off will be given five (5) days' notice of such layoff. Other employees will be given notice of layoff as soon as practicable.

7. Seniority plus ability shall govern in cases of promotion.
 - (a) All job vacancies will be posted for a period of seven (7) calendar days and filled on the basis of seniority and ability and in accordance with local job progression schedules based on the understanding reached in the 1974 negotiations and reaffirmed by the parties at the 1983 negotiations.
 - (b) All jobs will be posted for a period of seven (7) calendar days.
 - (c) It is understood no more than one-half of the regular complement of the Day Upkeep Crew will be considered permanently assigned to the Day Crew.
8. An employee under the jurisdiction of this Contract who is awarded a promotion shall be given a trial period of ninety (90) days in order to demonstrate his ability to perform the work required by the job. The person who is awarded a job bid will be placed on the job or will be paid the rate of the job not later than fifteen (15) days following the day of the award. For purposes of insurance and pension benefits, the successful bidder will also be placed in the proper labor grade within fifteen (15) days following the day of the

award. The successful bidder will be notified of award within five (5) days after the posting is taken down.

When placement cannot be made within fifteen (15) days, the Company will contact the Local Union and explain the reason for the delay.

If such employee cannot perform the work in a satisfactory manner, such employee will be returned to his former classification in accordance with local practice.

9. Any employee under the jurisdiction of this Contract transferred to a non-supervisory position not under this Contract may be returned by the Company to a job under this Contract without loss of seniority already earned.
10. Employees within the plant shall be considered for openings on starting jobs in the Automatic Machine Department before employees are hired from other sources. The Company will post notice on its bulletin boards within the plant when an opening occurs. Any dispute arising under this Section, if not resolved on a local basis, will be referred to the International Union and the Vice President, Human Resources of the Company.

If such employee cannot perform the work in a satisfactory manner, such employee will be returned to his former classification in accordance with local practice.

11. Upon request of the International President of the Union, employees shall be granted a leave of absence to serve the International Union for a period up to one (1) year and renewable yearly thereafter at the request of the International President for a total of five (5) years without loss of seniority accumulated prior to such leave.

12. All supplemental agreements concerning seniority which do not conflict with this Article will remain in full force and effect through the duration of this Contract.
13. Any employee going on vacation who desires to be considered for a permanent vacancy should one be posted for bid while he is on vacation, must complete a "Vacation Bid Form" and submit such form to the Personnel Office prior to leaving for vacation. The same bidding privilege will be extended to employees who are to be away from the plant on union business.
14. Leave of absence may be granted at the judgment of the Company, not to exceed one (1) year. If leave extends one (1) year or less, the employee accumulates seniority, providing he remains a member in good standing.
15. A woman's absence from work for the birth of her child shall be considered as all other non-occupational medical disability leaves of absence. Hospital and medical benefits shall be the same as for any other disability including weekly accident and sickness benefits.
 - (a) In the event an employee acquires a child by adoption, the employee shall be granted a leave of absence for the length of time required by the agency involved in the adoption. Seniority shall accumulate during this leave of absence and upon return to work the employee shall be assured of a job in accordance with their seniority and qualifications.
16. When employees are needed, the Company agrees not to discriminate against any members of the Union for services rendered as an official or committeeman of the Glass, Molders, Pottery, Plastics & Allied

Workers International Union and will grant them leave of absence when obliged to leave their work on official business for the Union. In turn, the Union agrees not to embarrass the Company in the production schedules with such requests. No individual who is granted a leave of absence under this Section will have any benefits, established pursuant to this Contract, jeopardized in any manner, which his length of service entitles him to.

17. Any employee under the jurisdiction of this Contract transferred to a supervisory position not under this Contract may return to a job at a level no higher than the Journeyman Machine Operator level, if his seniority so entitles him, and, if not, on starting jobs under this Contract, if his seniority so entitles him, within one (1) year without loss of seniority already earned under this Contract. Any such employee without a journeyman operator's card shall be restored to employment in their previous position before becoming a supervisor, but without retention of any prior shift preference. Any employee becoming a supervisor shall apply for a withdrawal card within thirty (30) days after advancement.

ARTICLE 8

Transfer of Employee

1. The Company shall notify the International Union ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his special combined rate of pay for an eight (8) hour day for each working day of his regular schedule.

2. Upon the request of the International Union, a representative of the Company shall meet with a representative of the International Union and the Local Union involved to advise them of the jobs and employees to be eliminated. The Company will advise the International Union and the Local Union at such meeting of job vacancies which may then exist at any of the Company's other plants under the jurisdiction of this Contract.
3. An employee with one year or more of seniority who is laid off or terminated because of a permanent reduction in the working forces shall, within thirty (30) days after the date of his layoff or termination, make application to the Personnel Department of the plant where he was formerly employed specifying the other plants under the jurisdiction of this Contract at which he wishes to be considered for employment.

Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one year subsequent to the date of his layoff or termination but may extend this period for a second year by requesting such extension at the Personnel Department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his layoff or termination, and for a third year by giving similar notice within ninety (90) days prior to the end of the second year following his layoff or termination.

If he is employed at another plant of the Company within such time, he shall retain his continuous service benefits accumulated with the Company.

4. The International Union shall from time to time send to the Company a list of employees who have been terminated by reason of permanent reductions in the

working forces and who are still available for employment setting forth their job training and qualifications.

ARTICLE 9

Premium Pay

1. Premium Pay shall be paid in accordance with the following:

- (a) Eight (8) hours shall constitute a normal work day.
- (b) Forty (40) hours shall constitute a normal work week.

(For purposes of this Article, the work week will extend from 7:00 a.m. Monday to 7:00 a.m. the following Monday for the former Owens East operations and from 12:01 a.m. Monday to 12:01 a.m. the following Monday for the former Owens West operations and from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday for the former Brockway operations.)

- (c) Time and one-half shall be paid after eight (8) hours in any day or forty (40) hours in any one (1) week or in the event more than eight (8) hours are worked consecutively, for all hours worked after the first eight (8), even though some hours may fall in the next 24-hour period.

For premium pay purposes, an employee's 24-hour period begins when he first starts work after the completion of the previous 24-hour period, except that if he is directed by the Company to begin work after the start of his regular shift, his 24-hour period shall start at the beginning of that regular shift. Subsequent 24-hour periods in the work week start when the employee next begins work after the completion

of the preceding 24-hour period, except that an emergency CALL OUT will not start a new 24-hour period. There is no overlapping of 24-hour periods. A 24-hour period is exactly twenty-four (24) hours long.

- (d) Double time will be paid for all hours worked over twelve (12) hours during any 24-hour period; however, double time will be paid for all hours worked consecutively over twelve (12) hours, even though some hours may fall in the next 24-hour period.
- (e) Employees working their day or days off will be paid time and one-half providing they have worked their preceding five (5) days.
- (f) If an employee works his day or days off and was unable to work the preceding scheduled day or days in his work week due to either funeral leave, jury duty, holiday, holiday shutdown, vacation, or legitimate Union business, he will receive premium pay for working such day or days off.

The employee's day off shall start at the end of his regular shift and continue until the beginning of the following scheduled shift.

- 2. Overtime shall be voluntary with the individual employee.
- 3. Work on Sundays shall pay time and one-half except that for work on Easter Sunday double time shall be paid for time worked for a twenty-four (24) hour period. Overtime shall not be paid on overtime. In no instance will hours worked on Sunday be used to offset hours worked on Monday that may fall within the Sunday twenty-four (24) hour period.

4. No employee, unless released for the day, shall be penalized in pay for any period of time after starting time, except that lunch period on fixed day shifts will not be paid.

Present local practices as to paid lunch in respect to the application of this section shall remain in effect for the duration of this Contract.

5. Starting and quitting time shall be left to the option of the Local Union and the different factory managers.
6. In any case where an employee is called in to work in an emergency, a rate of time and one-half the base rate will be paid for all hours worked consecutively from the time the employee reports for work, even though some of the hours worked consecutively might fall in the following day. Hours worked under this Section may be used again in computing forty (40) hours overtime.
7. Should an employee be injured while performing the duties required for his job and sent home at the discretion of the Medical Department, he shall receive his special combined rate of pay for the actual hours so lost for that day.

For such injuries, an employee will also be paid for time lost from his regularly scheduled shift on which he is working as a result of receiving required medical attention, provided such care cannot be scheduled at a time other than during the employee's regular shift. Additionally, such payment for time lost should be within a reasonable time frame from the date of injury.

8. Recognizing the need for continuous operation, the Union agrees to continuous operation for the term of

this Contract. Any employee who is opposed to working on Saturday or Sunday because of his religious beliefs, shall not be compelled to work on Saturday or Sunday under the continuous operation plan, nor shall be discriminated against because of such religious beliefs. Any such employee shall notify the personnel office in writing that he does not wish to be scheduled for work on Sundays or Saturdays. Concerted action taken hereunder shall be considered a violation of this Contract. Employees excused under this Article will be paid at the rate of time and one half for work performed on their regularly scheduled day off.

9. On holidays falling Monday through Friday, the holiday hours paid for will be considered as hours worked for the purpose of figuring overtime.
10. (a) All day workers asked to work and who do so after their regular quitting time, and not notified thirty (30) minutes before quitting time, shall receive four (4) hours' pay.

(b) All day workers called or scheduled to work less than four (4) hours before their regular starting time will be guaranteed four (4) hours of pay exclusive of their regular hours unless they have been notified at least twenty-four (24) hours in advance of their regular starting time.
11. The Company recognizes that where an employee has worked his regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.
12. An employee who works on overtime will be paid either the rate of the job on which he is working or the rate of the job on which he worked his last preceding shift or the rate of his regular job, whichever is higher.

ARTICLE 10

Reporting and Call-In Pay

1. Any employee under the jurisdiction of this Contract holding a regular position reporting for work at his usual time will be guaranteed at least four (4) hours of work or four (4) hours of pay at the applicable premium time rate set forth in Article 9, Premium Pay, unless he has been instructed not to report. This policy will not apply during floods, fires, tornadoes, or other disasters beyond the Company's control.
2. An employee who is called to work other than during his scheduled time will be paid four (4) hours pay or actual hours worked at the applicable premium time rate, whichever is greater. This policy shall apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift unless he was so requested on the preceding day to report early for his next shift.
3. Employees called in early to their regular shift shall not be sent home prior to the end of their regular shift to avoid paying additional hours of work or overtime.

ARTICLE 11

Shift Differentials

1. All employees under the jurisdiction of this Contract shall be paid premium for shift work as follows:
 - (a) For all hours worked on the first night shift, each employee shall receive twenty cents (20¢) per hour.
 - (b) For all hours worked on the second night shift, each employee shall receive twenty-four cents (24¢) per hour.

2. Shift Differential payments shall be considered as payments additional to all other hourly compensation and will not be considered in the computation of other premium time, vacation, holiday (unless worked), bonus or other similar payments, except as required by law.

ARTICLE 12

Wages of Apprentice Machine Operators

1. The base hourly wage rates of Apprentice Machine Operators shall be as follows:

Less than Journeyman Rate of the Machine Operating On

0 - 500 hrs.	\$ 2.07
501 - 1000 hrs.	2.02
1001- 1500 hrs.	1.97
1501- 2000 hrs.	1.92
2001- 2500 hrs.	1.87
2501- 3000 hrs.	1.82
3001- 3500 hrs.	1.77
3501- 4000 hrs.	1.72

2. In no case shall an Apprentice Machine Operator be reduced in rate when transferred to a machine. His present rate will be retained until such time as it comes in line with the applicable schedule set forth above.
3. An Apprentice Machine Operator's seniority as a Journeyman Machine Operator shall begin with the date he began his apprenticeship.
4. All time spent operating glass forming machines and also in class relating to operating glass forming machines shall be credited toward an employee's

apprenticeship with a minimum of four (4) hours per eight (8) hour shift and the Company will make its records of such time available to the Local Union or the particular apprentice on a weekly basis.

5. Apprentice Machine Operators transferred to the jurisdiction of this Contract and who are now members of the Union, shall immediately make application and transfer to the operator's Local Union.
6. The Company recognizes that better utilization of the working force can be attained if Apprentice Machine Operators are trained in the operating techniques of all types of machines in its respective plants, and agrees to furnish the opportunity for such training during the apprenticeship period.
7. Any employee other than a Journeyman Machine Operator or Upkeep Man while operating a machine shall receive the appropriate apprentice rate and will be credited with all time operating a machine toward his apprenticeship.
8. (Former Brockway Plants only) The following premium rates shall apply to Apprentice Machine Operators in the "Upkeep progression" in the former Brockway plants only:
 - (a) Apprentice Machine Operators for all hours worked as a Relief Operator will be paid forty cents (\$.40) per hour above his appropriate apprentice rate for the highest rated machine relieved. Hours worked as a Relief Operator shall be credited towards an employee's apprenticeship hours, as in Section 4 of this Article.
 - (b) Apprentice Machine Operators for all hours worked as an Upkeep will be paid his appropriate

apprentice rate for the highest rated machine in the plant, plus the one dollar (\$1.00) and the appropriate premium provided for in Article 14. Hours worked as an Upkeep shall be credited towards an employee's apprenticeship hours, as in Section 4 of this Article.

ARTICLE 13

Wages of Journeymen Machine Operators

1. The base hourly job rates of Journeymen Machine Operators, as skilled employees, shall be as follows:

<u>Machine Type</u>	<u>Cavities</u>	<u>Effect. 4-1-05</u>	<u>Effect. 4-1-06</u>	<u>Effect. 4-1-07</u>
IS5	SINGLE	19.135	19.535	19.935
	DOUBLE	19.255	19.655	20.055
	DOUBLE*	19.295	19.695	20.095
	F DOUBLE	19.335	19.735	20.135
	TRIPLE	19.375	19.775	20.175
	F TRIPLE	19.415	19.815	20.215
IS6	SINGLE	19.075	19.475	19.875
	DOUBLE	19.475	19.875	20.275
	DOUBLE*	19.535	19.935	20.335
	F DOUBLE	19.675	20.075	20.475
	TRIPLE	19.865	20.265	20.665
	F TRIPLE	20.045	20.445	20.845
IS8	SINGLE	19.345	19.745	20.145
	DOUBLE	19.695	20.095	20.495
	DOUBLE*	19.755	20.155	20.555
	F DOUBLE	19.895	20.295	20.695
	TRIPLE	20.105	20.505	20.905
	F TRIPLE	20.285	20.685	21.085
IS10	SINGLE	19.525	19.925	20.325
	DOUBLE	19.875	20.275	20.675
	DOUBLE*	19.935	20.335	20.735
	F DOUBLE	20.075	20.475	20.875

Machine Type	Cavities	Effect. <u>4-1-05</u>	Effect. <u>4-1-06</u>	Effect. <u>4-1-07</u>
	TRIPLE	20.285	20.685	21.085
	F TRIPLE	20.465	20.865	21.265
	QUAD	20.895	21.295	21.695
IS12	F DOUBLE	20.335	20.735	21.135
	F TRIPLE	20.725	21.125	21.525
	QUAD	21.155	21.555	21.955
IS14	F TRIPLE	20.985	21.385	21.785

When either a Journeyman Machine Operator or an Apprentice Machine Operator is operating an electronically timed machine, his rate will be increased five cents (5¢) per hour over the job rates set forth in the above schedule.

*The Double * rate applies when running jobs with the specifications as defined in the settlement of expanded center grievance of 1969.

The IS-8 Triple 9 1/4" center distance machine will be paid at the IS-10 F Triple rate.

The IS-10 F Triple 9-1/4" center distance machine will be paid at a rate eighteen cents (18¢) above the IS-10 F Triple rate.

When any IS-Single runs gallons (or metric equivalent) single gob, it shall be advanced one (1) rate level within that machine type. When any IS machine runs half gallons or 1.5L or larger double gob, it shall be advanced one (1) rate level within that machine type.

If a machine is running with one (1) or more sections or heads shut down or an orifice closed off, the rate of pay shall be that listed in the Contract for the type

of machine involved prior to shutting a section or sections down or closing an orifice.

The IS-10 F Triple 10" center distance machine will be paid at a rate of thirty cents (30¢) above the IS-10 F Triple rate.

2. The above job rates will be paid when a Journeyman Machine Operator is assigned to operate any listed machine. A Journeyman Machine Operator and an Apprentice Machine Operator will be assigned to operate twin machines running multiple gob. The job rate of the Journeyman Machine Operator will be the machine rate applicable to that portion of the twin machine which he is operating and the Apprentice Machine Operator shall receive the appropriate apprentice rate.
3. The above groupings of machines is for the purpose of establishing rates of pay only. A Journeyman Machine Operator will receive the rate for the machine that he is operating. Machine assignments shall be made by management.
4. New glass forming machine types including the ribbon process machines or glass forming machine types listed in this Article the workload of which is measurably changed, shall be placed into their logical group by the Company, after notification to the International President of the Union by the Vice President, Human Resources of the Company.

Any disputes regarding the proper grouping of either new glass forming machine types which have been in commercial production for a ninety (90) day trial period including the ribbon process machines or glass forming machine types on which there has been a measurable change in workload shall be referred to

the grievance procedure. If not resolved there, it shall be referred to arbitration. No grievance may be filed on any new glass forming machine during the ninety (90) day trial period. Any monetary settlement of such disputes shall be retroactive to the date the grievance is filed.

5. Journeymen Machine Operators who have the capacity and physical fitness to expand their ability to operate various types of machines will be given on-the-job training on the various types of machines in their respective plants.
6. A Journeyman Operator, when reduced to a lower rated job in the Forming Department, will be paid seventy-five cents (75¢) per hour above the WSP rate for such job. (This does not cover Laborer work on a furnace rebuild).

ARTICLE 14

Wages of Machine Upkeep Men

1. During the term of this Contract, the base hourly wage rates of Machine Upkeep Men shall be not less than one dollar (\$1.00) above the highest rated machine in the plant.

(Former Brockway Plants only) The following premium rates shall be applied to Upkeep in the "Upkeep progression" in the former Brockway plants only, these premiums to be in addition to the rates provided for in this Article:

- (a) All Upkeep for all hours worked on regular established rotating shift schedules (5-2 for 4 weeks) as an Upkeep, thirty-five cents (35¢) per hour.

(b) All Upkeep for all hours worked as Day Upkeep, twenty-five cents (25¢) per hour.

(c) A Journeyman Operator for all hours worked as a Relief Operator, sixty-five cents (65¢) per hour above the highest rated machine relieved.

2. Effective upon the date of agreement, and during the term of this Contract, the Line Production Assistant shall receive a rate not less than seventy-five (75¢) above that received by the highest paid Machine Upkeep Man on the line on the shift.

ARTICLE 15

Wages of Other Job Classifications

1. Effective April 1, **2005**, the base hourly wage rates of the following job classifications under the jurisdiction of this Contract shall be increased **fifty cents (50¢)** per hour: Journeymen Machine Maintenance and Apprentice Machine Maintenance at the former Brockway plant at Zanesville; Forming Machine Mechanic, First Class and Forming Machine Mechanic, Second Class and Forming Machine Mechanic, Relief Foreman and Forming Machine Mechanic, Helper (Oiler) and Forming Machine Mechanic, First Class Specialist and Job Set-Up Worker at the former Owens plants at Oakland, Portland, and Tracy.
2. Effective April 1, **2005**, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men shall be increased **forty-five cents (45¢)** per hour.

3. Effective April 1, **2006**, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men shall be increased **forty cents (40¢)** per hour.
4. Effective April 1, **2007**, the base hourly wage rates of all job classifications under the jurisdiction of this Contract, except Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men shall be increased **forty cents (40¢)** per hour.
5. Job classifications under this Contract within each plant shall be covered by the Wage Structure Program, except Apprentice Machine Operators, Journeymen Machine Operators, and Machine Upkeep Men.

ARTICLE 16

Local Agreements

1. All local agreements will remain in full force and effect unless changed by mutual agreement between the International Union, the Local Union and the Company.
2. All local agreements shall be reduced to writing by the Local Union and the Company and a copy submitted to the President of the International Union.
3. Local agreements which provide for monetary and non-monetary benefits in excess of those provided for in this Contract shall continue and shall not be considered to be inconsistent with or in conflict with the provisions of this Contract.

ARTICLE 17

Method of Payment

1. All employees under the jurisdiction of this Contract shall receive their earnings in full every week and no more than one (1) week's earnings shall remain unpaid when this payment is met. The employer shall make available to the employees, at their option, electronic deposit of their paychecks.
2. Pay shortages shall be corrected promptly after notice from the employee affected.
3. All grievance settlements involving pay will be made within the next pay period by separate check. The Union will be provided written verification of such payment.

ARTICLE 18

Holidays

1. (a) (Former Owens Plants) The following holidays shall be observed during the year: Decoration Day, Independence Day, *Labor Day, Thanksgiving Day, holiday period: four (4) shifts of eight (8) hours. Day after Thanksgiving Day, *December 24, *Christmas Day, *December 26, *December 27, December 28, December 30, December 31, New Year's Day, holiday period: three (3) shifts of eight (8) hours.

*There shall be no production on these holidays. When the Company desires to work on a mandatory shutdown holiday, it will be within the sole authority of the Local Union to authorize any and all work for that holiday period.

- (b) (Former Brockway Plants) The following holidays shall be observed during the year:

Decoration Day, Independence Day, *Labor Day, Thanksgiving Day, holiday period: four (4) shifts of eight (8) hours. *December 24, *Christmas Day, *December 26, *December 27, December 28, December 29, December 30, December 31, New Year's Day, holiday period: three (3) shifts of eight (8) hours.

*There shall be no production on these holidays. When the Company desires to work on a mandatory shutdown holiday, it will be within the sole authority of the Local Union to authorize any and all work for that holiday period.

2. (a) (Former Owens Plants) All holidays shall commence at the beginning of the day shift on the calendar holiday. For premium pay purposes, any twenty-four (24) hour holiday period will commence as of the beginning of the day shift on the holiday, and any thirty-two (32) hour holiday period will commence as of the beginning of the night shift preceding the holiday.
- (b) (Former Brockway Plants) Holidays will be on a calendar day basis commencing at 12:00 midnight. The Company will continue its current practice regarding the commencement of the holiday period for premium pay purposes.
3. (a) (Former Owens Plants) When any of these holidays falls on Sunday, the holiday will be observed on Monday. If the plant is in operation on Sunday, the holiday period on Monday will be thirty-two (32) hours; if the plant is not in operation on Sunday, the holiday period on Monday will be only twenty-four (24) hours. December 24, Christmas Day, December 26, December 27, December 28, December 30, December 31, and

New Year's Day will be observed on the days on which they occur.

- (b) (Former Brockway Plants) When any of these holidays falls on Sunday, the holiday will be observed on Monday. If the plant is in operation on Sunday, the holiday period on Monday will be thirty-two (32) hours; if the plant is not in operation on Sunday, the holiday period on Monday will be only twenty-four (24) hours. December 24, Christmas Day, December 26, December 27, December 28, December 29, December 30, December 31, and New Year's Day will be observed on the days on which they occur.
- 4. All employees who have been on the Company's payroll for thirty (30) calendar days shall be paid for each of the above-named holidays when no work is performed. The employee will receive his special combined rate of pay. (The special combined rate of pay shall be determined by using the employee's highest rate of pay which was paid on the last regular scheduled workday increased by twenty percent (20%) of that pay.) (If the employee would work on the holiday and his rate of pay on the job so worked would result in pay higher than would be provided by using his highest rate of pay on the last regular scheduled workday prior to the holiday, his pay for such holiday would be based on his rate of pay on the job so worked increased by twenty percent (20%) of that pay.) This pay is subject to the following provisions:
 - (a) That such employee must work, or be available for work, on his regularly scheduled working day next preceding and next following the holiday period unless excused by his supervisor. Such excuses shall not be unreasonably withheld. However, no employee shall lose more than one

(1) day of holiday pay for an unexcused absence on each of these days.

(b) No payment will be made for holidays not worked to employees on sick leave, leave of absence for any reason, or layoff, except employees who are laid off not more than thirty (30) days prior to a holiday and who meet the requirements set forth in subsection 4(a) hereof. Employees laid off not more than thirty (30) days prior to Christmas will be also entitled to holiday pay for December 24, Christmas Day, December 26, December 27, December 28, December 29, (Former Brockway only), December 30, December 31 and New Year's Day, provided they meet the requirements set forth in subsection 4(a) hereof.

(c) Any employee absent because of an occupational injury or occupational illness who reports back to work when able to do so shall receive holiday pay for any holidays which occurred during the first twelve (12) months of such absence.

5. Double time shall be paid for all hours worked during the holiday period as set forth in Section 2. Work on a holiday shall qualify an employee for holiday pay. This does not apply to employees who have not completed their thirty (30) day probationary period.
6. Work during holiday periods shall be voluntary with the employees.
7. On holidays and extended holiday shutdowns the removal of or replacement of mold equipment shall be performed by employees coming under the jurisdiction of this Contract.

ARTICLE 19

Vacations

1. (a) (Former Owens Plants) Each employee under the jurisdiction of this Contract who has been in the employ of the Company for one (1) year or more and who has worked twelve hundred (1200) hours or more between January 1 of the year and December 31 of the same year and who is on the payroll on January 1 of the following year shall be entitled to a vacation with pay based on the general schedule of:

six (6) days' vacation (48 hours' pay) after one (1) year or more of continuous service;

ten (10) days' vacation (80 hours' pay) after two (2) years or more of continuous service;

twelve (12) days' vacation (96 hours' pay) after five (5) years or more of continuous service;

fifteen (15) days' vacation (120 hours' pay) after eight (8) years or more of continuous service;

fifteen (15) days' vacation (140 hours' pay) after twelve (12) years or more of continuous service;

fifteen (15) days' vacation (160 hours' pay) after fifteen (15) years or more of continuous service;

twenty (20) days' vacation (180 hours' pay) after eighteen (18) years or more of continuous service;

twenty (20) days' vacation (200 hours' pay) after twenty-two (22) years or more of continuous service;

twenty (20) days' vacation (220 hours' pay) after twenty-five (25) years or more of continuous service;

twenty-five (25) days' vacation (240 hours' pay) after thirty (30) years or more of continuous service; times the special combined rate of pay.

After thirty (30) years, the employee will receive an additional eight (8) hours' pay for each five (5) years of service thereafter.

It shall be the Company's prerogative to divide the three (3), four (4) or five (5) week vacation period if it thinks it is necessary for the continuity of plant operations. However, effective April 1, 1978, once during every five (5) years in which an employee is qualified to receive three (3) weeks or more of vacation time off he shall be permitted to take the full amount of vacation time due him consecutively consistent with the continuity of plant operations.

- (b) (Former Brockway Plants) Each employee under the jurisdiction of this Contract who has been in the employ of the Company for one (1) year or more and who has worked twelve hundred (1200) hours or more between January 1 of the year and December 31 of the same year, and who is on the payroll on January 1 of the following year, shall be entitled to a vacation with pay based on the general schedule of:

One (1) week of vacation (40 hours' pay) after one (1) year or more of continuous service;

Two (2) weeks' vacation (80 hours' pay) after two (2) years or more of continuous service;

Two (2) weeks' vacation (96 hours' pay) after five (5) years or more of continuous service;

Three (3) weeks' vacation (120 hours' pay) after eight (8) years or more of continuous service;

Three (3) weeks' vacation (148 hours' pay) after ten (10) years or more of continuous service;

Three (3) weeks' vacation (160 hours' pay) after fifteen (15) years or more of continuous service;

Four (4) weeks' vacation (180 hours' pay) after eighteen (18) years or more of continuous service;

Four (4) weeks' vacation (200 hours' pay) after twenty (20) years or more of continuous service;

Five (5) weeks' vacation (220 hours' pay) after twenty-five (25) years or more of continuous service;

Five (5) weeks' vacation (240 hours' pay) after thirty (30) years or more of continuous service;

After thirty (30) years, the employee will receive an additional eight (8) hours' pay for each five (5) years of service thereafter.

It shall be the Company's prerogative to divide the three (3), four (4) or five (5) weeks' vacation period if it thinks it is necessary for the continuity of plant operations. However, effective April 1, 1999, once during every five (5) years in which an employee is qualified to receive three (3) weeks or more of vacation time off, he shall be permitted to take the full amount of vacation time due him consecutively consistent with the continuity of plant operations.

2. (a) (Former Owens Plants) Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than four hundred (400) hours but less than twelve hundred (1200) hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

- (a) two percent (2%) of his total hours worked during such qualifying year times his special combined rate of pay if he has less than five (5) years of continuous service;
 - (b) four percent (4%) of his total hours worked during such qualifying year times his special combined rate of pay after five (5) or more years of continuous service;
 - (c) six percent (6%) of his total hours worked during such qualifying year times his special combined rate of pay after eight (8) or more years of continuous service;
 - (d) eight percent (8%) of his total hours worked during such qualifying year times his special combined rate of pay after fifteen (15) years or more of continuous service;
 - (e) ten percent (10%) of his total hours worked during such qualifying year times his special combined rate of pay after twenty-two (22) years or more of continuous service;
 - (f) twelve percent (12%) of his total hours worked during such qualifying year times his special combined rate of pay after thirty (30) years or more of continuous service.
- (b) (Former Brockway Plants) Each employee who is on the Company's payroll at the end of a qualifying year and who has worked more than 400 hours but less than 1200 hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

- (a) two percent (2%) of his total hours worked during such qualifying year times his base hourly wage rate if he has less than two (2) years of continuous service;
- (b) four percent (4%) of his total hours worked during such qualifying year times his base hourly wage rate after two (2) or more years of continuous service;
- (c) six percent (6%) of his total hours worked during such qualifying year times his base hourly wage rate after eight (8) or more years of continuous service;
- (d) seven percent (7%) of his total hours worked during such qualifying year times his base hourly wage rate after eighteen (18) or more years of continuous service;
- (e) eight percent (8%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty (20) or more years of continuous service;
- (f) ten percent (10%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty-five (25) years or more of continuous service;
- (g) twelve percent (12%) of his total hours worked during such qualifying year times his base hourly wage rate after thirty (30) or more years of continuous service.

Vacation eligibility will be determined on the following basis:

- (a) First week of vacation employee must work at least 1200 hours during the first twelve (12) months of employment from the anniversary date of employment.
 - (b) Employees become eligible for additional weeks of vacation provided for in this Article based on the anniversary date of employment provided they have worked at least twelve hundred (1200) hours in the previous qualifying year.
- 3. If an employee's service is terminated for any reason, he or his personal representative shall be paid vacation pay earned at the time of termination the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year.
- 4. Hours lost due to compensable industrial accident or illness, or in attendance as an official delegate to the convention of the Union or as an official conferee at the joint wage negotiating conference between the Union and the Company or on official International Union business will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualification.
- 5. Payments under this Article shall be at his special combined rate of pay. (The special combined rate of pay shall be determined by using the employee's highest rate of pay which was paid on the job he was working on the day he requested vacation payment increased by twenty percent (20%) of that pay.)
- 6. Any employee who is required to work during shut-downs shall be granted the option of taking an additional week of vacation without pay.

7. No employee will be required to work more than twelve hundred (1200) hours during any qualifying year in order to be entitled to vacation with pay. Any employee who has worked twelve hundred (1200) hours during any qualifying year and is on the Company's payroll at the end of any qualifying year will be entitled to a vacation with pay.
8. Any employee who is off for any reason or who is on sick leave and who has otherwise qualified for vacation pay as specified above shall be given his vacation pay on request. Credit as hours worked toward vacation eligibility at the rate of forty (40) hours per week will be computed for hours lost due to sickness or injury.
9. An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire shall be given credit toward vacation qualifications for prior service with the Company provided such prior service with the Company was at least two (2) years.
10. Vacation pay due an employee shall be paid either a week at a time or in full as requested by the employee. Single day(s) vacation pay will be paid in the pay period that the vacation day(s) is taken if requested by the employee. All full weekly vacation payments shall be paid by separate checks.
11. All hours taken off work as vacation hours shall be included in future vacation hour qualifications.
12. An employee on sick leave past one (1) year qualifies for vacation pay if he works at least one (1) day during the qualifying year.

13. (Former Brockway Plants) The Company will grant single vacation days on the following basis:

- (a) An employee must be qualified for two (2) or more weeks of vacation;
- (b) Only two (2) weeks (ten (10) days) of vacation are subject to being utilized for single vacation days;
- (c) At the time when vacations are selected, an employee must indicate that two (2) weeks (ten (10) days) will be taken as single vacation days;
- (d) An employee must request a single vacation day (or days) at least five (5) days in advance;
- (e) The Company will grant the same if it determines that the operations would not be adversely affected and that other conditions would warrant the granting of the same.

The Company will also consider granting single vacation days under Section 1 of this Article if it determines that the operations would not be adversely affected and that other conditions would warrant the granting of the same.

14. The number of hourly employees that can be on vacation at any one time shall be established by the local plant management after receiving the input of the A.M.D. committee. Such number will not include supervisors.

ARTICLE 20

Insurance Program

1. The Company shall establish and maintain a comprehensive Program providing for comprehensive medical benefits, dental coverages, and other coverages (life benefits, accidental death and dismemberment benefits, non-occupational sickness and accident benefits, and occupational sickness and accident benefits) for all covered employees.
2. The Company shall be responsible for the administration of the Program.
3. The Program under the **2002** Contract shall remain in effect in its entirety through March 31, **2005**. Benefits and other revisions changed as a result of this Article shall be effective April 1, **2005**, unless otherwise indicated. Such benefits shall become effective only for new claims which arise on or after the effective date. Claims for benefits that arise prior to the effective date shall be payable under the provisions of the Program as it existed prior to the effective date.
4. Details of the Company's Program shall be worked out between the Company and the President of the International Union or his designated representative and a copy together with the Summary Plan Description to provide for the benefits set forth herein which has been agreed to between the Company and the carrier shall be placed on file with the International President.
5. This Program shall be integrated with any such program required by any Federal or State law involving non-occupational sickness and accident benefits or health benefits which now exist or may become effective during the lifetime of this Contract. There will be

no additional cost to the employee nor for his dependents for additional coverages that may be required by a National Health Program that may be enacted during the term of this Contract, except for employee contributions which may be a part of such National Health Program.

6. The comprehensive medical benefits and dental benefits are coordinated according to standard procedures with benefits from other group plans and governmental health plans under which an employee (and eligible dependents) may also be covered. An employee who waives comprehensive medical benefits and dental benefits coverage for him/herself or his/her spouse shall be paid seven hundred and fifty dollars (\$750.00) per year. In order to receive this payment, proof of coverage under another employer's plan will be required. Coverage under the Program may be reinstated upon loss of coverage under the other employer's plan or during the annual enrollment period.
7. To assure the greatest benefit for the money expended, it is a mutual responsibility of the Company and the Union to police all coverage usage.
8. The following standard provisions are included in the Program:
 - (a) All hourly employees under this Contract become eligible for coverage under the Program upon completion of thirty (30) calendar days from their date of employment, subject to the provisions of State Disability Benefit Laws as they apply to disability benefits.
 - (b) Definition of Dependents. The term "dependents" includes the employee's spouse and

unmarried children from birth to the 20th birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the child or children is under legal guardianship of the employee and residing in the employee's household. Dependent children also includes:

- (1) Unmarried children 20 years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their 24th birthday. Eligible dependents (as of December 31, 1986) of enrolled employees (as of December 31, 1986) of former Owens will be "grandfathered" under the former limiting ages of either 21 or 25, respectively. Eligible dependents (as of December 31, 1989) of enrolled employees (as of December 31, 1989) of former Brockway will be "grandfathered" under the former limiting ages of either 21 or 25, respectively.
- (2) An unmarried child mentally or physically incapable of earning his own living, and who otherwise ceases to be eligible for medical expenses due to the attainment of the limiting age may continue to be eligible for benefits coverage under the Program for the duration of the incapacity, provided the coverage does not terminate for any other reason. Proof of incapacity must be furnished to the Company within the thirty-one (31) days after the child attains the limiting age.
- (3) A newborn child who, from date of birth, incurs charges for routine nursery care or special hospital services rendered because

of disease, injury, congenital abnormality or hereditary complications, is eligible for coverage from birth under the plan of medical expenses.

- (c) If husband and wife are both eligible to enroll for employee benefits, either spouse but not both may enroll for coverage of dependent children.
- (d) Continuance of Coverage During a Period of Absence from Work Due to Accident or Sickness.

(1) Non-Occupational Accident or Sickness

If an employee is absent from work because of non-occupational disability, his life, accidental death and dismemberment, weekly sickness and accident, medical benefits and dental coverages will be continued up to six (6) months from the end of the month in which the disability occurs without contributions. Dependent coverages will also be continued for the same period without contributions. Life and accidental death and dismemberment coverages will also be continued for the balance of the temporary disability period without contributions. In the event an employee qualifies as a total and permanent disability under the group life insurance, all other coverages under the Program will cease including dependent coverages. In the event dependent coverage is to be discontinued, the employee and the Local Union must be given prior notice.

However, if there is a dispute regarding the employee's P.T.D. status between the employee's attending physician and the examining physician representing the Insurance Company, then a physician mutually agreed upon between the International Union and the Company will examine the claimant and this physician's decision regarding P.T.D. shall be binding on both parties. However, if the employee has applied for and is later approved for Social Security disability, the Company will qualify the employee for P.T.D. In this case the retirement disability benefit (Article 21, Section 7) will be effective on the date the Social Security disability is determined to have commenced, but no earlier than the last date the employee received weekly disability benefits. In the event the disability is the result of an occupational injury or illness, the retirement disability benefit would be effective on the date the Social Security disability is determined to have commenced, but no earlier than the last date the employee received temporary total disability benefits under any workers' compensation statute.

An employee applying for permanent and total disability must apply for the P.T.D. benefit and Social Security disability within twelve (12) months from the day last worked. If the employee is either on workers' compensation or his condition could dramatically change, the employee would be required to document his medical condition with the Company before the expiration of the one (1) year, but he could then apply

for P.T.D. within five (5) years from the last day worked. The Company will notify such employees on or about ninety (90) days prior to the end of the above one (1) year application period by registered mail.

(2) Occupational Accident or Sickness

If an employee is absent from work because of occupational disability, all his coverages under the Program will be continued for the period of temporary disability without contributions. Dependent coverages will also be continued for the period of temporary disability without contributions. In the event an employee qualifies as a permanent and total disability under the group life insurance, all other coverages under the Program will cease including dependent coverages.

(3) Continuation of Coverage During Layoff

If an employee is laid off, all his coverage will be continued up to six (6) months following the end of the month in which the layoff occurs without contributions. Dependent coverages will also be continued for the same period without contributions. If, at the end of the six (6) month period, the temporary layoff continues, the life and accidental death and dismemberment coverages will be continued for the duration of the layoff without contributions. Employees returning from layoff shall be reinstated immediately.

- (4) Any extension of coverage under the immediately preceding paragraphs (1), (2), and (3) will cease immediately if the employee dies, retires, goes to work for another employer or becomes self-employed.

(e) Termination of Employment

If employment is terminated all coverages under the Program cease at the end of the month in which termination occurs, except as required by law.

(f) Conversion Privilege

Upon termination of coverage, the option of converting the life insurance and medical benefits coverage to individual policies may be exercised by the individual according to the provisions of individual policies made available by the insurance carrier.

- (g) Effective April 1, 1983, an employee whose employment is terminated as a result of a permanent plant closing on or after April 1, 1983, will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages will also be continued for the same period without contributions. An employee who is on layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period under Section 8(d)(3) without contributions.

- (h) This Article will be administered in accordance with the Tax Equity and Fiscal Responsibility Act of 1982, as amended, and other applicable laws as to medical and related programs as to

working employees age 65 or over and eligible dependent spouses age 65 or over. Payments for Part B of Medicare for such a working employee and such an eligible dependent spouse are borne by the Company only when the primary coverage is provided by Medicare, and such payments will not exceed those payments made by the Company under the Company's Program.

(i) Pre-existing Condition

If an employee or eligible dependents have received treatment for a disabling condition from a health care professional in the three (3) months prior to the effective date of coverage, the Program provides no coverage for the condition treated until the employee or eligible dependents are free of treatment for this condition for three (3) consecutive months. If this requirement cannot be met, there will be no coverage for the treated condition for twelve (12) months from the date that coverage becomes effective.

These provisions do not apply to employees hired before January 1, 1987, and their eligible dependents.

These provisions also do not apply to an employee when he is recalled to work following either a layoff or an authorized absence.

9. Covered employees shall have the opportunity to participate in an Internal Revenue Code Section 125 pre-tax spending account plan, subject to its provisions, for purposes of setting aside moneys for medical goods and service not covered under the Program and for expenses such as deductibles,

co-payments, and weekly contributions under the Program.

10. Coverage continuations, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (as approved in 1986), as amended, will be made available in accordance with the applicable provisions of said Act.
11. The conditions of this entire group insurance Program are the same as those in effect immediately preceding this Contract except where the benefit and other features described herein would indicate changes.
12. The Program, subject to its provisions, will include the features outlined herein.

Comprehensive Medical Benefits

1. The lifetime maximum per covered member is one million dollars (\$1,000,000.00) for medically necessary comprehensive medical benefits.
2. There is a calendar year deductible per covered member. There is a maximum calendar year deductible per covered family. These calendar year deductibles are as follows:

Employee	\$100.00
Family	\$300.00

Effective January 1, 2006, these calendar year deductibles are as follows:

	<u>In Network</u>	<u>Out of Network</u>
Employee	\$100.00	\$200.00
Family	\$300.00	\$450.00

Expenses accumulated under the deductibles in or out of network will apply to both deductibles.

3. **Managed Care Benefits.** Managed Care involves a network of arrangements with suppliers of medical services and/or supplies. Employees and eligible dependents will be enrolled in Managed Care programs where available as soon as possible after April 1, 1993. Participation by employees and eligible dependents in such a program will be voluntary.

In locations where the Company has no network, benefits under the Program will be paid on the same basis as in network benefits.

4. Co-payment is ninety percent/ten percent (90%/10%) in network (or seventy percent/thirty percent (70%/30%) out of network subject to reasonable and customary) for all covered comprehensive medical benefit expenses, except where otherwise indicated.

In Network

There is a co-payment stop-loss limit of one thousand dollars (\$1,000.00) per covered member per calendar year and three thousand dollars (\$3,000.00) per covered family per calendar year.

Out of Network

There is a co-payment stop-loss limit of one thousand five hundred dollars (\$1,500.00) per covered member per calendar year and three thousand five hundred dollars (\$3,500.00) per covered family per calendar year. Expenses accumulated under the co-payment stop-loss limit in or out of network will apply to both limits. Only the following out-of-pocket expenses count

towards the individual stop-loss limit or, as applicable, the family stop-loss limit:

the then applicable calendar year deductible;

all comprehensive medical benefit ten percent (10%) in network (or thirty percent (30%) out of network) co-payments, except co-payment penalties.

5. After receipt of ten thousand dollars (\$10,000.00) of benefits or more, individual can have full maximum benefit of one million dollars (\$1,000,000.00) restored if he can prove he has returned to good health.
6. There is an automatic yearly restoration of five thousand dollars (\$5,000.00) towards the maximum benefit of one million dollars (\$1,000,000.00).
7. There is extended coverage when disabled and coverage canceled, up to eighteen (18) months following cancellation date if disability continues that long.
8. Covered expenses for comprehensive medical benefits subject to 90%/10% in network (or 70%/30% out of network subject to reasonable and customary) co-payment, except where otherwise indicated, and the then applicable calendar year deductible are as follows:
 - (a) Daily Hospital Benefits. Coverage is at the applicable semi-private charge. Private room limit is hospital's average semi-private charge.
 - (b) Miscellaneous Hospital Benefits. There is coverage for other necessary incidental hospital charges.

- (c) **Surgical Benefits.** There is coverage for surgeon's and assistant surgeon's fees (out of network subject to reasonable and customary) for necessary surgical procedures performed on employees and their covered dependents. This also includes pre-operative and post-operative care by surgeon.

Second Opinion-Surgical Consultation Benefits. The Program will pay one hundred percent (100%) (out of network subject to reasonable and customary) of the charges of a consulting physician for a covered surgical consultation and of the charges (out of network subject to reasonable and customary) for laboratory or x-ray diagnostic tests made in connection with the consultation. A 'consulting physician' must be certified by the American Board of Surgery or other specialty board and must not be in practice with the patient's referring physician. Consultations provided before and after the employee or eligible dependent enters the hospital for the proposed surgery are covered under this benefit.

Benefits are not payable for consultations provided in connection with normal obstetrical procedure, any procedure for which a surgical expense benefit would not be payable under the Program and the proposed procedure must require more than local infiltration anesthesia and be non-emergency in nature.

A second opinion is required for certain procedures to receive the maximum surgical, hospital, etc. benefits. Such expenses will be covered at seventy percent (70%) subject to reasonable and customary if a second opinion is not

obtained for such procedures. Other second opinions are voluntary. When a second opinion is obtained voluntarily and without requirement by the designated program administrator, the expense of such a second opinion will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network subject to reasonable and customary).

The required second opinion will be arranged upon the pre-certification by the employee or eligible dependent with the designated program administrator. A third opinion will be covered on the same basis as the second opinion in those situations where the second opinion does not confirm the recommendation of the operating physician.

The second opinion program is maintained for the health and safety of employees and their eligible dependents.

A second opinion may be waived by the designated program administrator if the second opinion is not medically indicated.

Out-Patient Surgical Benefits. Out-patient surgery is covered in the same manner as in-patient surgery. When non-emergency surgery can be performed on an out-patient basis and the physical and mental condition of the employee or covered dependent permits, the unnecessary in-patient room and board charges will not be covered.

- (d) **Medical Benefits.** Visits by the attending physicians to the employee or covered dependent while confined in the hospital are covered.

- (e) **Charges of a Licensed Physician.** This includes physician office visits. In network, when the physician office visit is for a typical sick call, the deductibles do not apply to such a sick call, and there is a co-payment of **twelve dollars (\$12.00)** rather than the co-payment at ninety percent/ten percent (90%/10%) for each such sick call; the foregoing does not apply to expenses for such services and supplies as surgery, allergy shots, laboratory fees billed by the physician but performed outside the physician's office, global maternity fees, and take-home medications. **Effective April 1, 2006, said co-payment will be thirteen and one-half dollars (\$13.50). Effective April 1, 2007, said co-payment will be fifteen dollars (\$15.00).** Out of network payments for the covered charges are at seventy percent (70%) subject to reasonable and customary.
- (f) **Maternity Benefits.** Hospital and surgical expenses for maternity will be paid in the same manner as expenses for other covered non-occupational medical illnesses.
- (g) **Diagnostic X-Ray and Laboratory Benefits.** There is coverage for diagnostic x-ray and laboratory expenses (out of network subject to reasonable and customary). Routine PAP (two (2) per year) and routine annual mammogram are covered on the same basis as charges of a licensed physician under subsection (e) of this section 8. The PAP tests and/or mammogram in a year will not be subject to the deductible.
- (h) **X-Ray and Radioactive Therapy Benefits.** There is coverage for x-ray and radioactive therapy

expenses (out of network subject to reasonable and customary).

- (i) **Alcoholism and Drug Treatment Benefits.** Reasonable and customary in-patient treatments of alcoholism and other chemical dependencies are covered for confinement in either a hospital or a recognized free-standing treatment facility. Such reimbursements are limited to two (2) confinements in a lifetime. Reasonable and customary out-patient treatments are covered. The lifetime dollar maximum for this benefit is fifty thousand (\$50,000.00).
- (j) **Mental and Nervous Disorder Benefits.** There is coverage for reasonable and customary expenses for mental and nervous non-hospital disorders and hospital disorders.
- (k) **Charges for the following procedures, care, and benefits will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network subject to reasonable and customary) subject to the then applicable deductible:** ambulance services; birthing centers; hospice care; home health care.
- (l) **Emergency Room Visit.** There is a co-payment of fifty dollars (\$50.00) for each visit to an emergency room, in addition to network and out-of-network payments. This co-payment will not apply if the visit to an emergency room is for a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i)

placing the health of the individual (or, with respect to a pregnant woman; the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction to bodily of any bodily organ or part.

9. **Mandatory Pre-Certification Benefits.** The following Program benefits are available under this Section 9:

- . Hospital admissions
- . Second opinion*
- . Individual case management
- . Out-patient surgery*
- . Major out-patient diagnostic procedures
- . Length of stay and discharge planning
- . Birthing centers
- . Convalescent centers
- . Home health care
- . Hospices

*Certain operations require either that a board certified second opinion be obtained or that they be performed on an out-patient basis.

Standards of medical necessity will be applied whether either in network or out of network.

- (a) In network, the provisions of this subsection (a) will apply.

The network providers will be responsible for the fulfillment of the pre-certification procedures on behalf of the employee or eligible dependent. (If a network provider would fail to fulfill pre-certification procedures, employees and eligible dependents will not be penalized.)

- (1) Employees and eligible dependents will receive the maximum reimbursement allowable in network under comprehensive medical benefits for the designated number of days that are certified. Should an employee or eligible dependent elect to stay beyond those days that are certified, the in-patient room and board charges in excess of the designated number of days that are certified will not be covered.
 - (2) Certain operations require that a board certified second opinion be obtained. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (a), coverage will be limited to seventy percent (70%). In-patient room and board charges that are not medically necessary will not be covered.
 - (3) Certain operations require that they be performed on an out-patient basis. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (a), in-patient room and board charges will not be covered.
- (b) Out of network, the provisions of this subsection (b) will apply.

An employee or eligible dependent considering an operation or entering an out of network hospital or treatment facility for medical care is required to alert the designated program administrator by telephone of this possibility at least one (1) week prior to, or within two (2) days' notification by a doctor of the need for surgery or

hospitalization (except in the case of a life-threatening emergency, where certification is required within seventy-two (72) hours after admittance).

- (1) Employees and eligible dependents who comply with the above requirements will receive the maximum reimbursement allowable out of network subject to reasonable and customary under comprehensive medical benefits for the designated number of days that are certified. Should an employee or eligible dependent elect to stay beyond those days that are certified, in-patient room and board charges in excess of the designated number of days that are certified will not be covered.
- (2) Certain operations require that a board certified second opinion be obtained. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (b), coverage will be limited to seventy percent (70%) subject to reasonable and customary. In-patient room and board charges that are not medically necessary will not be covered.
- (3) Certain operations require that they be performed on an out-patient basis. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (b), in-patient room and board charges will not be covered.

- (4) If an employee or eligible dependent fails to alert the designated program administrator within the time limits specified under this subsection (b), such covered expenses will be reimbursed at seventy percent (70%) subject to reasonable and customary. In-patient room and board charges that are not medically necessary will not be covered.

- 10. **Pre-Admission Testing Benefits.** Pre-admission testing is covered at one hundred percent (100%) in network (out of network subject to reasonable and customary) without the deductible. Charges for hospital admission for diagnostic purposes will be reimbursed if the admission is medically necessary, or if the tests cannot be performed on an out-patient basis.
- 11. **Prescription Drug Benefits.** Employees and their eligible dependents will be eligible for the Company's local retail pharmacy network prescription drug program. These benefits, subject to the provisions under which they are provided, are outlined herein.
 - (a) These benefits are applicable to drugs (and also medicines) which require either a physician's or a dentist's prescription. These benefits are also applicable to both non-maintenance prescription drugs and maintenance prescription drugs.
 - (b) Non-maintenance prescription drugs are filled for a maximum of thirty (30) days. Maintenance prescription drugs are filled for a maximum of ninety (90) days.
 - (c) If purchases are made within the network, there are no claim forms. If purchases are not made within the network, there are claim forms.

- (d) **Effective April 1, 2005**, if prescription drugs (whether non-maintenance or maintenance) are purchased within the network, the co-payments are as follows: ten dollars (\$10.00) per order for generic or for a brand name if such a brand name is required: ten dollars (\$10.00) plus the difference per order between the generic and the brand name if a brand name is elected.

Effective 4-1-07, if prescription drugs (whether non-maintenance or maintenance) are purchased within the network, the co-payments are as follows: ten dollars (\$10.00) per order for generic; fifteen dollars (\$15.00) for discounted brand-name and twenty dollars (\$20.00) for non-discounted brand-name, according to the plan's formulary.

- (e) **Effective 4-1-05**, if prescription drugs (whether non-maintenance or maintenance) are not purchased within the network, the reimbursement will be at seventy-five percent (75%) of the retail price less the co-payment of ten dollars (\$10.00) per order.

Effective 4-1-07, if prescription drugs (whether non-maintenance or maintenance) are not purchased within the network, the reimbursement will be at seventy-five percent (75%) of the retail price less the co-payment of ten dollars (\$10.00), fifteen dollars (\$15.00) or twenty dollars (\$20.00), as applicable, per order.

The calendar year deductibles and co-payments do not apply to these benefits.

12. **Eye Care Benefits.** An employee and his eligible dependents will be reimbursed for the cost of a properly licensed doctor performing a complete eye examination once every twenty-four (24) months, up to a maximum of thirty-five dollars (\$35.00). If the Company requires an examination more frequently for issuance of safety glasses, such examination will also be covered up to the same maximum. An employee and his eligible dependents will also be reimbursed once every twenty-four (24) months, for the costs either of a pair of lenses (single - \$20.00; bifocal - \$25.00; trifocal - \$35.00; lenticular - \$55.00) and of frames (\$25.00) or of a pair of contact lenses (\$55.00). The calendar year deductibles and co-payments do not apply to these benefits. (Effective April 1, 1993, the Company will institute a vision care preferred provider option.)
13. **Hearing Aid Benefits.** The reasonable and customary costs for the purchase of hearing aids, including expenses for examination and fitting, will be covered expenses for the covered member. However, this benefit is limited to the purchase of one (1) hearing aid per impaired ear per covered person once every thirty-six (36) months, and excludes the replacement and repair of any part or parts of such hearing aid following such purchase. The prescription recommending a hearing evaluation must be obtained from a doctor specializing in hearing problems. The hearing evaluation must be performed by a doctor or a qualified audiologist, who will prescribe a specific type or brand of hearing aid. The hearing aid dealer fills the prescription and fits the hearing aid. The calendar year deductibles and co-payments do not apply to these benefits.

14. **Weekly Contributions.** For these comprehensive medical benefits under the Program, the weekly contributions will be as follows:

	Eff. 4-1-05	Eff. 4-1-06	Eff. 4-1-07
Employee	\$10.00	\$11.00	\$12.00
Employee and one (1) dependent	\$14.00	\$15.00	\$16.00
Employee and two (2) or more dependents	\$17.00	\$18.00	\$19.00

The Company's costs for benefits through an HMO will not exceed its costs as required for providing the comprehensive medical benefits under the Program.

In the states which have mandatory state disability insurance plans, the Company will pay the legally required contribution for each employee covered by this Contract. Any benefits received from such plans will be integrated and maintained with the provisions of this Article.

15. All benefits shall be administered in accordance with the Health Insurance Portability and Access Act, and all other government regulations.

Dental Coverages

1. The dental coverages are provided separately from the other coverages provided by the Program.
2. To be enrolled for the dental benefits, an enrollee (whether employee or eligible dependent) must also be a participant for the other benefits provided by the Program or of a health maintenance organization. A new employee and eligible dependents may enroll only after the employee has been employed for thirty (30) calendar days. For orthodontic coverage, a new employee and eligible dependents may enroll only after the employee has been employed for one (1) year.
3. A separate twenty-five dollar (\$25.00) calendar year deductible for covered dental expenses will apply to each covered member, with a maximum family deductible of seventy-five dollars (\$75.00).
4. The following preventive dental procedure will be covered on a reasonable and customary basis without deductibles at the indicated rates: two (2) check-ups per calendar year (100%), including cleaning (100%), scaling (100%), and fluoridizing (100%); x-rays (bitewing) once per calendar year (100%).
5. Minor restorative covered dental expenses are covered at eighty percent (80%) on a reasonable and customary basis. Major restorative covered dental expenses (including inlays, gold fillings, crowns, and fixed bridgework, etc.) are covered at fifty percent (50%) on a reasonable and customary basis. Orthodontic covered dental expenses are covered at fifty percent (50%) on a reasonable and customary basis, with a lifetime maximum of one thousand dollars (\$1,000.00). The deductible is applicable in each instance.

Effective 1/1/06, increase lifetime maximum to fifteen hundred dollars (\$1500.00)

Effective 1/1/07, increase lifetime maximum to two thousand dollars (\$2000.00).

6. Maximum dental benefits are one thousand dollars (\$1,000.00) per covered individual per calendar year. Any dental benefits provided at one hundred percent (100%) are excluded from the yearly maximum. Any orthodontic benefits are excluded from the yearly maximum.

Effective 1/1/06, increase yearly maximum to fifteen hundred dollars (\$1500.00)

Effective 1/1/07, increase yearly maximum to two thousand dollars (\$2000.00).

7. Standard group insurance exclusions and limitations will apply. There will be no coverage for cosmetic treatment. There will also be no coverage for the replacement of a tooth or teeth pulled prior to the effective date of coverage. Neither dentures nor any other prosthetic appliances will be replaced, except in situations involving replacement of dentures or bridgework that cannot be made serviceable and were installed at least five (5) years prior to replacement.
8. The coordination of benefits provisions are the same as those provided for medical coverages under the Program.
9. The termination of coverage provisions are the same as those provided for medical coverages under the Program.

Other Coverages

1. Life and Accidental Death and Dismemberment Benefits.

Labor Grade	Life Ins. *	A.D. & D. Ins.**
1-5	\$25,000.00	\$25,000.00
6-10	\$26,000.00	\$26,000.00
11 and over	\$27,000.00	\$27,000.00

*Includes a \$7,000.00 cash PTD benefit, in lieu of death benefit, up to age sixty-five (65); the remainder of the life benefit (\$18,000.00, \$19,000.00, or \$20,000.00, according to class) will be a premium waiver benefit and will be paid to the beneficiary at death.

**There is twenty-four (24) hour coverage including on-the-job accidents.

2. Non-Occupational Sickness and Accident Benefits.

Labor Grade	Weekly Amount *	
	<u>4/1/05</u>	<u>4/1/06</u>
1-5	\$270.00	\$280.00
6-10	\$280.00	\$290.00
11 and over	\$290.00	\$300.00

*First (1st) day accident; fourth (4th) day sickness; twenty-six (26) weeks' payment limit. Payments for sickness will be retroactive to first (1st) day if hospitalized within the first (1st) twenty-eight (28) days of disability. Integrated with any Federal or State law sickness and accident benefit requirements.

3. Occupational Sickness and Accident Benefits.

Labor Grade	Weekly Amount *	
	<u>4/1/05</u>	<u>4/1/06</u>
1-5	\$270.00	\$280.00
6-10	\$280.00	\$290.00
11 and over	\$290.00	\$300.00

*The occupational disability supplemental benefit will be an amount, if necessary, so that when added to the Worker's Compensation benefits the payments will produce an amount equal to the non-occupational benefit (**\$270.00, \$280.00, or \$290.00**, according to class **effective 4/1/05**, and **\$280.00, \$290.00, \$300.00** according to class **effective 4/1/06**); twenty-six (26) weeks' payment limit.

Weekly disability benefits will be provided by the Company through the California, New York, or New Jersey, as applicable, unemployment compensation disability benefit laws. If because of lack of qualifying wages, an employee is not eligible for a state plan benefit or if the state plan benefit is less than the employee's earnings class would otherwise require, the additional weekly payment from this Program will provide an amount which together with any state plan benefits will equal the full weekly amount.

**Outline of Separate Dependent
Life Insurance Program**

1. The Company will make available a Dependent Life Insurance Program. Eligible employees will have the opportunity to purchase **either** six thousand dollars (\$6,000.00) of dependent term life insurance on their spouse and two thousand dollars (\$2,000.00) for each dependent child, **or twelve thousand dollars**

(\$12,000) of dependent term life insurance on their spouse and four thousand dollars (\$4,000) for each dependent child.

2. The eligibility is the same as set forth in Section 8(a) in the introductory sections of this Article.
3. Definition of Dependents. The definition is the same as set forth in Section 8(b) in the introductory sections of this Article, with the following exception: if both the employee and the spouse work for the Company, each may enroll as an employee and cover the other as a dependent.
4. The weekly contribution for these dependent life coverages is fifty cents (50¢) **for \$6,000/\$2,000 or one dollar (\$1.00) \$12,000/\$4,000.**
5. The termination of coverage is the same as set forth in Section 8(e) in the introductory sections of this Article.

ARTICLE 21

Pensions

1. Effective April 1, **2005**, all present retirees receiving the **\$14.00** pension benefit will have their benefit increased to **\$15.00** per month per year of credited service, subject to actuarial reductions where applicable and subject to approval by the Internal Revenue Service.
2. Pension benefits and the provisions relating thereto under the **2002** Contract shall remain in effect in their entirety through March 31, **2005**. Pension benefits and other provisions changed as a result of this Contract shall be effective as of April 1, **2005**, unless otherwise indicated, and shall remain in effect in their entirety under this Contract through March 31, **2008**.

Effective April 1, **2005**, the amount of pension benefit to which an employee who retires on or after said date is entitled will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each Year of Credited Service
1 - 10	\$43.00
11 - 15	\$44.00
16 and above	\$45.00

Effective April 1, **2006**, the amount of pension benefit to which an employee who retires on or after said date is entitled will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each Year of Credited Service
1 - 10	\$45.00
11 - 15	\$46.00
16 and above	\$47.00

Effective April 1, 2006, the amount of pension benefit to which an employee who retires between April 1, **2005**, and April 1, **2006**, is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of **\$45.00**, **\$46.00**, and **\$47.00**.

Effective April 1, 2007, the amount of pension benefit to which an employee who retires on or after said date is entitled will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each Year of Credited Service
1 - 10	\$47.00
11 - 15	\$48.00
16 and above	\$49.00

Effective April 1, 2007, the amount of pension benefit to which an employee who retires between April 1, 2005, and April 1, 2007, is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of **\$47.00, \$48.00, and \$49.00.**

Effective April 1, 2008, the amount of pension benefit to which an employee who retires on or after said date is entitled will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount per Month For Each Year of Credited Service
1 - 10	\$49.00
11 - 15	\$50.00
16 and above	\$51.00

Effective April 1, 2008, the amount of pension benefit to which an employee who retires between April 1, 2005, and April 1, 2008, is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of **\$49.00, \$50.00, and \$51.00.**

3. Employees under this Contract who are covered by Negotiated Rates are assigned to a labor grade. The labor grades referred to in Section 2 apply to all employees covered by Negotiated Rates; for purposes of this Article only, all employees who are not covered by Negotiated Rates will be considered to be in the labor grade whose hourly wage rate most nearly approximates the hourly wage rate of the Forming Department unit employee who is assigned to a labor grade.

The labor grade assigned to an employee immediately preceding his retirement shall be used in determining his pension benefit except that, for an employee whose primary labor grade in one (twelve (12) consecutive months) of the ten (10) years preceding retirement was higher than his labor grade at retirement, such higher labor grade shall be used in determining his pension benefit.

4. Normal Retirement Date - The last day of the month in which an employee reaches age 65 (or age 60 for employees who were participants prior to January 1, 1954). In accordance with applicable law, however, an employee will not be required to retire solely because of reaching age 65, and he will be permitted to continue to work in accordance with applicable law. Credited service will be granted for time worked after age 65 on the same basis as time worked prior to age 65.

Early Retirement Date - An employee may retire early between ages 60 and 65 and receive full benefits based on his years and months of credited service prior to early retirement date. An employee may retire early before age 60 if he is within ten (10) years of his normal retirement date, provided he has ten (10) or more full years of credited service with the Company.

5. **Normal Retirement Income** - An employee who retires on or after the effective date of this Contract, and after his 60th birthday will receive a monthly life income from the Pension Plan provided for in this Contract equal to the applicable amount as set forth in Section 2 multiplied by his years of credited service.

Early Retirement Income Prior to Age 60 - An employee who retires early prior to age 60 will receive monthly retirement income in an amount equal to his monthly retirement benefit figured on credited service to early retirement date with such amount reduced 1/2 of 1% for each month from age 60 to the date of early retirement. However, an employee credited with thirty (30) years of credited service and having reached age 55 may retire without any loss of benefits.

6. There shall be no duplication of benefits among any qualified retirement plans of the Company, including those of the Company's predecessors, successors, and affiliates. The Pension Plan provided for in this Contract would be responsible for any subsequent increases in any pension benefits earned for years of credited service with any predecessor employer.
7. **Disability Retirement Income** - If an employee who had ten (10) or more years of credited service becomes permanently and totally disabled on or after the effective date of this Contract, he may be retired on a monthly disability income figured as if he were age 65 on the date of such disability, and the disability date will be determined as defined in Article 20, Section 8(d)(1).
8. **Death Benefits after Retirement** - Upon the death of an employee who retires on or after the effective date of this Contract, and who dies before having received

seventy-two (72) monthly benefit payments, his beneficiary shall receive the same monthly benefit until a total of seventy-two (72) monthly payments have been made. If an optional form of retirement income is in effect for such an employee and both he and his contingent annuitant die before seventy-two (72) monthly payments have been made, then the beneficiary shall receive monthly payments equal to the last payment made to either the employee or his contingent annuitant until a total of seventy-two (72) monthly payments have been made.

9. **Survivor's Pension** - In the event of the death of an employee on or after the effective date of this Contract, who had ten (10) years or more of service and was age 40 or more at the time of death, the surviving spouse shall receive a survivor's pension beginning on the first day of the month following death in the amount of one-half of the pension credited to the employee at the time of death. This pension shall be paid monthly until the death of the survivor, **with recalculation of the survivor benefits to factor in yearly pension increases during the remainder of the contract period.**
10. **Optional Forms of Retirement Income** - An employee may choose to take a smaller retirement income upon early or normal retirement and have all or a portion of it continue to another person after his death following retirement, in accordance with rules and regulations set up by the Employee Benefits Committee. **Additionally, effective April 1, 2005 only until March 31, 2008, the optional forms of retirement income (the 50% joint survivor annuity and the contingent annuity option) will include benefits that contemplate the spouse predeceasing the employee.**

An employee retiring before being eligible to receive Social Security monthly income benefits and who is age 55 or more with ten (10) years or more of credited service, or who is age 60, may elect a Level Income Option which provides a higher monthly income from the Pension Plan provided for in this Contract from retirement until Social Security benefits are payable and a lower monthly income from the Pension Plan provided for in this Contract thereafter. In determining the amount of monthly income, the rules and regulations set up by the Employee Benefits Committee shall apply and the primary Social Security benefits estimated to be payable at age 62 (or at the appropriate age if Social Security is amended) shall be actuarially reduced as follows:

Retirement Age	Percentage of Estimated Age 62 Primary Social Security Payable to Age 62
62	100.0%
61	91.1
60	83.1
59	76.0
58	69.6
57	63.8
56	58.7
55	54.0

Upon reaching age 62, it shall be the retired employee's responsibility to apply for Social Security benefits, because at that time, the Company's portion of the lifetime pension will be reduced by the amount of Social Security benefits that was used in the calculation at time of retirement.

11. **Vested Rights** - If an employee is terminated or quits on or after January 1, 1989, after completion of five

(5) years of credited service, such employee shall have vested rights.

An employee who is terminated or quits on or after the effective date of this Contract, and who is entitled to vested rights will be entitled to receive, beginning with the month after he attains age 65, monthly retirement income as set forth in Section 2, figured on his years of credited service at date of termination. Upon written request of the employee, payment of the vested rights will commence as early as age 55 in an amount equal to the vested rights amount at age 65 reduced 1/2 of 1% for each month from age 65 to the date of commencement of the payment of vested rights.

12. Accumulation of Credited Service - Credited service shall accumulate toward retirement income while an employee is absent for occupational injury or disease until he becomes permanently and totally disabled. Credited service shall accumulate toward retirement income for non-occupational illness or injury for a period of up to two (2) years. In order to receive the above credits, the employee must return to work as soon as he is able.
13. Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehiring shall be given credit toward pension rights for prior service with the Company provided such prior service with the Company was at least two (2) years, or as provided by the Employee Retirement Income Security Act of 1974, as amended.
14. Effective with the effective date of this Contract, when the Company elects to close a plant permanently, an employee under age 60 whose employ-

ment is terminated as a result of such closing on or after the effective date of this Contract, may retire and receive a pension benefit figured as if he were age 60 based on his years and months of credited service at the date of such closing, provided he has thirty (30) or more full years of credited service at the date of such closing or is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing.

15. The Pension Plan provided for in this Contract cannot be terminated without the express approval of the International President of the Union, and, except where the features described above, subject to appropriate governmental approvals, would indicate changes, the Pension Plan provided by this Contract will be continued. A copy of the approved Pension Plan provided for in this Contract, together with all the rules and regulations relating thereto established by the Employee Benefits Committee, shall be placed on file with the International President of the Union.
16. This Article will also be administered in accordance with the requirements for qualified employee pension plans under applicable laws and governmental regulations, except as to those situations in which the provisions of this Article exceed the standards set forth in the provisions of those laws and regulations.
17. **Any future negotiated pension benefit increase will not take effect before April 1, 2009.**

ARTICLE 22

Retiree Benefits

1. The Company agrees to the principle of a jointly-administered fund into which the Company will continue to contribute, as provided herein, **eighty cents**

(\$0.80) effective 4-1-05, eighty five cents (\$0.85) effective 4-1-06, and ninety cents (\$0.90) effective 4-1-07 per actual man hour worked by each of its bargaining unit employees, excluding hours paid for but not worked, for the purpose of providing retiree benefits. Such jointly-administered fund shall be administered in accordance with the provisions of the present Retiree Benefits Trust Agreement. In the event the company elects to close a plant, the company will continue to contribute the applicable contribution for all hours paid but not worked during the ninety (90) day notice period.

ARTICLE 23

Operating Conditions

1. Except as otherwise specified in this Contract, the number of Journeymen Machine Operators and Machine Upkeep Men permanently employed operating upon any automatic machine shall be determined by the Company operating said machine and the primary duties of such Journeymen Machine Operators and Machine Upkeep Men shall be defined by each Factory Manager and a copy thereof given to the Local Union. Each Local Union shall have the right to discuss unreasonable workloads.
2. The number of Machine Upkeep Men in any plant shall be consistent with sound operating practices and procedures and shall reflect reasonable workloads under prevailing local conditions.

ARTICLE 24

Relief Periods

All employees shall receive 50 minutes' relief. Additional relief shall be granted where heat conditions warrant. Present practices of granting relief in

the plants shall continue for the duration of this Contract.

ARTICLE 25

Supervisory Employees

1. Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Contract, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available. The basic responsibility of supervisory employees is the effective direction of the employees in their assigned groups. It is not the Company's policy or desire to have a supervisory employee perform any other function than that for which he is held responsible - the effective direction of the group of employees under his supervision. The foregoing will also apply to relief foremen.
2. Grievances arising over an alleged violation of this clause must be filed in accordance with normal Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Section by management or Supervisory personnel or if the arbitrator so determines, the employee who would have performed the work will receive a reasonable award.

ARTICLE 26

Gloves, Tools and Clothing

1. All employees will be furnished new gloves as needed. Old gloves are to be returned when replacements are issued.
2. The Company shall provide employees with special tools deemed necessary by the Company to operate

machinery and equipment. The employees will be responsible for such tools when provided to them.

The Company shall replace at its expense all tools and tool boxes owned by employees which are destroyed by fire, flood, or other similar disasters on the Company's premises, up to a maximum liability of two thousand dollars (\$2,000.00) for any employee.

The Company will continue its present practice of replacing tools of Upkeep, Journeymen Operators, Apprentices, and Machine Repairmen when such tools are broken or worn out being used with reasonable care in the performance of their regular jobs.

3. The Company agrees that present agreements and practices for gloves, tools and clothing shall remain in effect for the term of the new Contract.
4. Where employees are compelled to wear safety glasses as a matter of Company policy, the Company shall furnish or assume the cost of furnishing safety glasses, including glasses ground to prescriptions supplied by employees.
5. The normal frequency for eye examinations is two years. For employees who desire to have their prescription glasses ground to "progressive lenses", the Company agrees to pay the full amount no more frequently than once every two years. In the event an employee's safety glasses become damaged through the course of work, and in the issuance of new glasses the optometrist recommends an eye exam which results in a prescription change, this eye exam will be paid for by the Company.

ARTICLE 27

Reporting Intended Absence

1. If an employee cannot report for work, he shall notify the Company one (1) day in advance, or in an emergency, as soon as possible, stating the intended day for his return to work in accordance with the local reporting procedures. After an employee has complied with the foregoing, the Company shall not endeavor to make communication with him for three (3) working days as to when he will return to work.
2. Circumstances which could have a mitigating effect on discipline will be considered in assessing discipline under the absentee control programs.

ARTICLE 28

Military Leave

1. If, during the life of this Contract, any employees should be inducted into the armed services of the United States, and upon their return, if such employees are physically and mentally fit for employment, the Company will offer them work of a like kind that they were engaged in before entering the service, if such work is available to employees with equal or less seniority than that of the returning servicemen. If such work is not available, returning servicemen will be recalled to work on the basis of their respective positions on the seniority list. This Article is to be administered in accordance with applicable Federal and State Laws.
2. All employees who are members of the Armed Forces shall be paid for all time lost while in attendance at the Armed Forces two (2) week summer camp. The pay shall be at the employee's regular base rate for all hours lost during the two (2) weeks.

3. In addition to providing re-employment rights to employees who enter the Armed Services, the Company shall also pay any lost time to any employees who leave their positions in order to report for the purpose of being inducted into, entering upon, or determining by examination their fitness to enter upon active duty in the Armed Forces.

ARTICLE 29

Funeral Leave

1. In the event of the death of a spouse, son, daughter, step-child, parent, step-parent, mother-in-law, father-in-law, step-mother/father-in-law, brother, sister, half-brother/sister, step-brother/sister, grandchild, or grandparent of an employee who has been in the employ of the Company for at least thirty (30) days, the employee shall be paid for time lost not in excess of three (3) shifts, at his special combined rate of pay. Requests for additional time off without pay to attend the funeral will be honored.
2. In the event of a death of a spouse, child, step-child, parent or step-parent of any employee who has been in the employ of the Company for at least thirty (30) days, the employee shall receive an additional two (2) days off with pay.
3. If an employee's vacation or holiday is interrupted by such death as defined in this Article and he so notifies the Company promptly, the number of days he normally would have been paid if working, shall be added to his vacation or holiday with pay.
4. In the event of the death of a son-in-law, daughter-in-law, brother-in-law or sister-in-law of an employee who has been in the employ of the Company for at

least thirty (30) days, the employee shall be paid for time lost to attend the funeral not to exceed one shift at his special combined rate of pay.

ARTICLE 30 Jury Duty

1. Any employee covered by this Contract who is called for jury duty will receive his regular base rate of pay, or his special combined rate, whichever is applicable, for any scheduled work hours spent relating to jury duty, regardless whether or not the employee is impaneled. When an employee is obliged to do jury duty during any twenty-four (24) hour period, he shall not be required to work during said twenty-four (24) hour period. If an employee is scheduled to work the midnight shift on the day of jury duty, he shall not be required to work said midnight shift or the midnight shift immediately following the day of jury duty and shall be paid for both days.
2. An employee who serves on jury duty Monday through Friday and is scheduled to work Saturday and Sunday may do so at his own discretion provided the employee notifies the Company eight (8) hours or as soon as possible prior to his return to work.
3. This Article shall also apply in the event that an employee is subpoenaed by the Company to testify in a court of law.

ARTICLE 31 Grievance Procedure

The purpose of this Article is to provide an effective method for the settlement of all grievances.

Step 1. If an employee has a grievance, he shall within three (3) working days from the date the grievance arises, present it to his immediate foreman and shop steward for discussion and settlement. The foreman shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.

Step 2. If the grievance is not settled in Step 1, the employee and shop steward may refer the matter to the Business Committee for investigation. If the Committee considers the grievance just, it shall reduce all facts concerning the grievance to writing, and present it to the employee's department head for discussion and settlement within seven (7) days after the completion of Step 1. In reducing the grievance to writing, the Business Committee shall set forth with reasonable clearness the nature of the act or acts on which the grievance is based, the time when such acts occurred, the provisions of the Contract which have been violated and the remedy requested.

The employee's department head shall answer within seven (7) days after the grievance has been presented to him and his answer shall set forth in written detail and with reasonable clearness the facts and provisions of the Contract on which his decision is based.

If a grievance is appealed to the next step or any subsequent step of the grievance procedure, the basis of such appeal shall be set forth in writing by the appealing party. The

answer of the other party shall also be set forth in writing.

- Step 3. If the grievance is not settled in Step 2, the Business Committee shall discuss the matter with the International Representative of the Union and they shall, within seven (7) days after receiving the Company's reply in Step 2, present the grievance to the plant manager and/or his designated representative, for discussion and settlement. The plant manager shall give the International Representative of the Union and the Local Union his decision on the matter in writing within seven (7) days after it has been presented to him.
- Step 4. If the grievance is not settled, the International Representative shall, within seven (7) days after receiving the decision by the plant manager, or his designated representative, refer the matter to the International President of the Union, or his designated representative, and the Vice President, Human Resources of the Company, or his designated representative, for discussion and settlement. This Step shall be concluded fifteen (15) days after the date on which the grievance is referred to the International President of the Union, or his designated representative, and the Vice President, Human Resources of the Company, or his designated representative except that this Step may be extended for not more than fifteen (15) days by written notice by one (1) party to the other. If the grievance is not satisfactorily settled, it may be referred to arbitration.

ARTICLE 32

Arbitration

1. All disputes not settled pursuant to the procedure set forth in Article 31, Grievance Procedure, may be referred to arbitration by a notice given to the Company or the Union by the other within ten (10) days after the conclusion of Step 4 of the Grievance Procedure. Such notice shall be in writing, setting forth the matter in dispute and the relief requested.
2. The notice shall also be sent to the appropriate Contract Arbitrators for scheduling a hearing applying the American Arbitration Association's expedited rules.
3. Contract Arbitrators shall be selected by agreement between the Company and the International Union and shall serve for the term of this contract.
4. In the conduct of an arbitration hearing, the applicable provision of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control.
5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Contract or set standards of production. Wage rate and job evaluation disputes shall be processed in accordance with Article 34, Wage Structure Plan. The arbitrator's decision shall be final and binding upon both parties.
6. Regardless of the outcome of any matter submitted to arbitration, the costs of such matter shall be borne equally by the Company and the Union. Such costs shall be limited to the arbitrator's fees and expenses. Charges for stenographic fees and expenses shall be borne by the parties ordering such service.

ARTICLE 33
No Strike or Lockout

1. There shall be no strike, sympathetic or otherwise, walkout, slowdown, or work stoppage of any nature by the Union or any Local Union or its members during the term of this Contract. In the event any employee or group of employees participate in any such strike, walkout, slowdown, or work stoppage during the term of this Contract, the Union or Local Union agree upon being notified by the Company to immediately direct such employee or group of employees to resume work.
2. The Company agrees that so long as this Contract is in effect there will be no lockout on the part of the Company.
3. It being understood and agreed that any strike, walkout, slowdown, or work stoppage not authorized by the Union, or the Local Union not aided, encouraged, and abetted by the Union, or Local Union, shall be deemed for all purposes an unauthorized strike, walkout, slowdown, or work stoppage for which there shall be no liability on the part of the Union, Local Union or its officers. However, the Company does recognize that a Local Union under this Contract will not be held in violation of this Article under the following conditions: that the Union and the Company fail to reach a new national Production and Maintenance Department contract that also covers a plant under this Contract; that the International Union authorizes the Local Union of that department to establish a strike picket line at that plant; that the Local Union under this Contract refuses to cross that authorized line at that plant solely as a result of such failure.

ARTICLE 34

Wage Structure Plan

1. The hourly rates of pay for each job classification covered by the AMD bargaining unit are considered negotiated rates and are made a part of the Agreement and shall remain a part of this Agreement for its duration and cannot be changed except by mutual agreement between the Parties. If during the term of this Agreement, a new job is created or significant change(s) are made in an existing job falling under Article 15, the Company shall meet with the Local Union to negotiate a new rate. If the parties do not agree, the Company may place the rate it feels is appropriate on the job. In setting the new rate, the Company shall fairly take into consideration all factors normally involved in glass container collective bargaining negotiations, including, but not limited to, job content and responsibility, the existing wage structure, and past collective bargaining history.
2. All pertinent, basic data relative to the Wage Structure Program including, but not limited to, all job descriptions, wage rates paid all employees and population by job shall be given to the Union. Any changes to job descriptions shall also be given to the Union.
3. Any disputes with respect to this Program that are not settled within the Grievance Procedure, Article 31, shall be referred to a mutually agreed upon Interest Arbitrator who shall decide the dispute.

ARTICLE 35

Wage Incentives

1. Incentive compensation is a premium paid for the effective application of skill and effort above normal. The Company recognizes the principle of sound

wage incentive plans for Journeymen Machine Operators and Machine Upkeep Men where it is clear that their establishment will result in increased production and efficiency, increase the earnings of these employees, and reduce the costs of the Company.

The ability of a forming machine to produce quality ware increases as improvements are made in such factors as mold and blank design, the method and amount of cooling, the mechanical design and condition of the machine, the glass, the feeder or pot operation, and the annealing process. Wage incentive plans for forming machines define performance levels at which incentive earnings will be paid and the amount of such payment.

The effective application of skill and effort above normal by the Journeymen Machine Operators and Machine Upkeep Men in the performance of their duties is necessary in order to attain a satisfactory performance level, and it is for this reason that incentive can be paid to them on the output of the machine.

2. The Company agrees that each employee covered by the present 20% forming plan shall receive bonus earnings at the line average or his individual bonus earnings, whichever is greater.
3. The Company shall periodically, or as established by its plan, review its incentive plan. No revisions will be made to the plan without negotiations with the International Union.

In addition, the Forming Incentive Plan, Project No. 40-600, will remain in full force and effect during the term of this Contract.

Alterations to be inserted into the plan:

- (1) Reference to the 60-40 formula at annual review time.
- (2) Reference to the 95-103 formula.

- 4. Any incentive systems, and any future revisions thereof, shall be in accordance with the provisions of Section 1 of this Article. The Company shall have available for examination as requested by a delegated representative of the Union, a copy of its incentive system and other necessary and pertinent information which may also be requested.

If the International Union finds that the Company's incentive system does not meet the provisions of Section 1 of this Article, it may review the incentive system with the Company.

- 5. If the Company discontinues an incentive system, it shall negotiate with the International Union the buy-out method that shall be used for discontinuing the system. If the Company and the International Union are unable to agree upon the amount or method of buy-out, this matter shall be submitted to arbitration upon the request of either party.

ARTICLE 36

Health and Safety

- 1. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy, and that an employee who believes that he is being so required shall have the right to notify his foreman of such condition, which the foreman shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the foreman, the Plant Safety Director and a Union member

of the Plant Safety Committee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy. If the issue is not resolved, the employee shall have the right to present a grievance to the department head. After a work condition is determined to be unsafe or unhealthy, safety work orders shall be processed immediately.

2. Each Local Union President may appoint not less than three (3) members of the Local Union to function on the Company's respective safety committee.
3. The Company in each plant will provide first-aid facilities and designate on each shift an individual or individuals who are trained in and capable of performing first aid to the extent necessary to provide adequate first aid for all employees. Such individual or individuals, who may or may not be members of the bargaining unit, will give first aid to injured employees and in cases of severe injury will stay with the injured employee until relieved by a medical attendant. The Company will provide the necessary training of such individuals.
4. (a) At the request of any employee who is at least thirty-five (35) years of age, an employee may receive a physical examination at a maximum cost to the Company of one-hundred dollars (\$100.00) by a doctor of his choice, in accordance with the following: if the employee is less than fifty-one (51) years of age, he may have such a physical examination once every two (2) years; if the employee is fifty-one (51) years of age or more, he may have such a physical examination once every year.

(b) Employees not electing to take a physical examination in accordance with subpara-

graph (a) above shall be entitled to a physical examination in accordance with established medical standards (which will be reviewed and adjusted on an annual basis) for their particular age and gender.

5. A new employee coming into the Forming Department will be given an orientation on forming safety procedures and practices before he is assigned to relieve or operate a machine.

ARTICLE 37 On-Job Health Protection

The Company agrees that each employee shall receive one (1) free chest x-ray each year. It further agrees to continue its best efforts to provide adequate heat, cooling, light and ventilation to employees, and to devise systems to control drafts, noise, fumes, dust, dirt, grease and job hazards.

ARTICLE 38 Fair Employment Practice and Equal Opportunities

1. The Company and the Union will comply with all laws preventing discrimination against any employee because of race, color, religion, sex, national origin, age, handicap, or veteran status.
2. This Contract shall be administered in accordance with the applicable provisions of the Americans with Disabilities Act. Before taking action relative to this Section, the Company will meet with the Local Union, and both parties will have sufficient opportunity to express their opinions regarding an anticipated action.

3. Any disputes under this Article as with all other Articles of this Contract shall be subject to the grievance procedure.

ARTICLE 39

Permanent Plant Closings and Related Matters

1. **Permanent Closings.** Permanent closings are governed by Section 1 of Article 8 (Transfer of Employee), which provides:
 1. The Company shall notify the International Union ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his special combined rate of pay for an eight (8) hour day for each working day of his regular schedule.
 2. **Severance Pay.** The provisions of this Section 2 apply to severance pay.
 - (a) If the Company elects to close a plant or department permanently, the Company shall negotiate severance pay with the Union for terminated employees.
 - (b) In applications of this Section 2, the Company will apply a severance pay formula providing for forty (40) hours per year of credited service at the special combined rate of pay at any plant closing during the term of this Contract.
 - (c) The labor grade assigned to an employee immediately preceding such closing shall

be used as a basis in determining the severance pay except that, for an employee whose primary labor grade in one (twelve (12) consecutive months) of the ten (10) years preceding the closing was higher than his labor grade at the closing, such higher labor grade shall be used in determining the severance pay. The corresponding rate of pay to such labor grade will also be used.

- (d) An employee who leaves the Company's employment without the Company's consent prior to the closing shall not be eligible for severance pay. However, if such an employee has been able to secure employment with another employer, such consent shall not be unreasonably withheld.
 - (e) An employee who is on leave of absence covered by the terms of this Contract at the time of the closing shall also be entitled to severance pay.
 - (f) An employee who is on sick leave and has either applied or qualified for a permanent and total disability pension shall not be eligible for severance pay. Employees who do not qualify for a permanent and total disability pension shall receive severance pay.
3. Health Care. Health care coverage in a closing situation is governed by Article 20 (Insurance Program), and Section 8(g) of its introductory provisions provides:
- "(g) Effective April 1, 1983, an employee whose employment is terminated as a result of a permanent

plant closing on or after April 1, 1983, will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages will also be continued for the same period without contributions. An employee who is on layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period under Section 8(d)(3) without contributions."

4. Pensions. Pensions in a closing situation are governed by Article 21 (Pensions), and its Section 14 provides:

"14. Effective with the effective date of this Contract, when the Company elects to close a plant permanently, an employee under age 60 whose employment is terminated as a result of such closing on or after the effective date of this Contract, may retire and receive a pension benefit figured as if he were age 60 based on his years and months of credited service at the date of such closing , provided he has thirty (30) or more full years of credited service at the date of such closing or is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing."

5. Vacation Pay. Vacation pay in a closing situation is governed by Section 3 of Article 19 (Vacations), which provides:

"3. If an employee's service is terminated for any reason, he or his personal representative shall be paid vacation pay earned at the time of termination the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year."

6. **Resumed Operations.** If the Company should resume manufacturing glass containers at a plant covered by this Contract within five (5) years of the closing, the effective collective bargaining agreement will then be reactivated, and the employees who were terminated as a result of the closing would have recall rights to that plant.
7. Any disputes with respect to this Article shall be subject to the Grievance Procedure, Article 31, including Arbitration, Article 32.

ARTICLE 40

Handicapped Employees

1. An employee who is physically handicapped or infirmed by reason of occupational injury or illness and who is unable to work his regular job will be placed on any job acceptable to him which he is physically able to perform in line with his seniority and qualifications, at a rate commensurate with the work performed.
2. This Contract will also be administered consistently with those applicable laws preventing discrimination as to qualified handicapped individuals.

ARTICLE 41

Successors, Transferees and Assignees

This Contract shall be binding upon the parties hereto, their successors, transferees and assignees. In the event the Company sells or transfers any plant, this Contract shall remain in full force and effect and be binding upon the purchaser or transferee and the Company agrees it will include in the purchase agreement that this Contract is binding on the purchaser or transferees.

ARTICLE 42

Management Rights

The Union recognizes the right and responsibility of the Company to manage its plants and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Contract are retained by the Company.

ARTICLE 43

Environmental Control Program

1. The Company will continue to cooperate with the Union in all legitimate labor-management activities in this area.
2. The Company shall compensate any employee whom it requests to conduct any business under the Article. Such compensation shall be for the wages for time lost from work as a result of the Company's request.
3. **The Company will pay actual lost time wages when an employee participates in protective league meetings, limited to one (1) employee attending up to two (2) meetings per year, maximum of two (2) days per meeting. Local agreements which provide for employee participation in excess of this section shall continue to be honored.**

ARTICLE 44

Separability

If any provisions of this Contract shall be held invalid or in conflict with any Federal or State law, the remainder of the Contract shall not be affected thereby.

ARTICLE 45

Cost-of-Living

1. During the term of this Contract, annual cost-of-living increases will be made on April 1, 2006, and on April 1, 2007, in accordance with the provisions of this Article.
2. Cost-of-living increases, if any, will be added by using the Consumer's Price Index (1967=100, Urban Wage Earners and Clerical Workers (revised CPI-W)). After the percentage limitations for increases set forth below have been met, the amount of any cost-of-living increase will be a one cent (1¢) per hour increase for each .5 of a point rise in the Consumer's Price Index by using the dates as set forth in this Article.
 - (a) For the cost-of-living increase on April 1, 2006, the base for the twelve (12) month period (March, 2005, through February, 2006) will be the index for February, 2005, as reported in March, 2005. There will be no increase on April 1, 2006, unless there has been a six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).
 - (b) For the cost-of-living increase on April 1, 2007, the base for the second twelve (12) month period (March, 2006, through February, 2007) will be the index for February, 2006, as reported in March, 2006. There will be no increase on April 1, 2007, unless there has been a six percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

3. Any cost-of-living increase required under this Article will be paid on the standard hourly base rate required by this Contract and will be paid for all purposes.

ARTICLE 46

Labor-Management Committee

1. A Labor-Management Committee is hereby established.
 - (a) Union Members shall include the President of each Local Union covered by this Contract and representatives of the International Union and Local Union to be appointed by the International President of the Union.
 - (b) Company members shall include representatives of the management of each plant covered by this Contract and other representatives of the management of the Company.
2. The Labor-Management Committee shall meet once each year to discuss matters of mutual interest. Each meeting shall be limited to a discussion of written agenda items prepared and agreed to in advance by and between the Vice President, Human Resources of the Company, or his designated representative, and the International President of the Union, or his designated representative. The Union and the Company will be allotted adequate time to discuss items on the written agenda.

ARTICLE 47

Apprenticeship Program

The federally approved apprenticeship programs currently in effect shall remain in effect throughout the term of this Contract along with their rules, regulations and apprenticeship committees.

**AUTOMATIC MACHINE DEPARTMENT
Wages of Miscellaneous Job Classifications
Schedule A**

Job Title

Janitor-Sweeper
Floor Attendant
Principal Floor Attendant
Lehr Tender - General Work
Forehearth Control Man
Job Change Specialist
Relief Line Foreman
Job Change Coordinator
Forming Machine Mechanic, First Class Specialist
Forming Machine Mechanic, First Class
Forming Machine Mechanic, Second Class
Forming Machine Mechanic, Relief Foreman
Forming Machine Mechanic, Helper (Oiler)
Relief Operator
Job Change Crew Leader
Job Set-Up Worker
Mold Welder
Inspector - Mold Equipment
Grit Blaster
Solid Film Lubricant Operator
Line Trucker
Mold Storage Attendant
Equipment Cleaner
Cleaner - Oiler

**GLASS, MOLDERS, POTTERY, PLASTICS
& ALLIED WORKERS
INTERNATIONAL UNION
(AFL-CIO, CLC)**

On behalf of itself as the International Union as agent for
and on behalf of its Local Unions covered by this Contract,
agreed to this **26th** day of March, **2005**.

Bruce R. Smith
Secretary-Treasurer

Frank Grotti
Director Research & Education

Donald "Butch" Carter
International Representative

OWENS-BROCKWAY GLASS CONTAINER INC.

By: David E. McCormick
John Elliott

**CONFEREES TO
OWENS-BROCKWAY GLASS CONTAINER, INC.
FORMING DEPARTMENT CONFERENCE**

LOCAL #2
Gary Smith
Oakland, California

LOCAL #3
Larry Carroll
Streator, Illinois

LOCAL #28
Ron Repischak
Brockway, Pennsylvania

LOCAL #33
Richard Whitten
Toano, Virginia

LOCAL #63
Terry Bracken
Atlanta, Georgia

LOCAL #89

Anthony Bruno
Danville, Virginia

LOCAL #112

Rod Raugust
Portland, Oregon

LOCAL #120

Calvin McCleary
Clarion, Pennsylvania

LOCAL #137

Jose Mazon
Los Angeles, California

LOCAL #168

Curtis Cornett
Winston-Salem, North Carolina

LOCAL #172

Tim Stein
Zanesville, Ohio

LOCAL #177

Billy Martin
Tracy, California

LOCAL #195

Mark Qualls
Muskogee, Oklahoma

LOCAL #202

Donald Chase
Charlotte, Michigan

LOCAL #207

Roger Richards
Lapel, Indiana

LOCAL #220

Bobby Saulters

Waco, Texas

**OWENS-BROCKWAY GLASS CONTAINER INC.
OFFICERS AT THE CONFERENCE**

Alan Babin

Al Baker

Melanie Bish

Tom Bost

Joan Channell

Norah Chico-Scott

Tim Connors

Rachel DeBuck

Rod Detmer

Jack Dobmeier

John Elliott

Renee Ellis

Terri Fitzpatrick

Alice Gross

Steve Jenkins

Yvon Lapierre

Craig Lemieux

Jerry Lemieux

Matt Longthorne

Steve Malia

Dave McCormick

Shaun McMackin

Kim Meneilly

Jo Merritt

Gary Morgan

Laura Nemire

John Raybuck

Jim Seving

Bill Smith

Denny Silvis

Steve Stanford

OWENS-ILLINOIS

March 25, 2005

Mr. Bruce R. Smith
International Secretary-Treasurer
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
Hyatt Sarasota
1000 Boulevard of the Arts
Sarasota, FL 34246

Dear Mr. Smith:

Below is a listing of all letters of intent that relate to the A.M.D. as follows:

Former Owens Plants:

1. Letter dated April 1, 1977, from Mr. Masur to Mr. Tulley, except paragraph number 4 Re: 1977 A.M.D. contract.
2. Letter dated January 29, 1980, from Mr. Hatfield to Mr. Masur, Re: Article 7 Seniority.
3. Letter dated April 1, 1983, from Mr. Masur to Mr. Hatfield, Re: Jury Duty - Illinois law.
4. Letter dated July 22, 1986, from Mr. McCormack to Mr. Carter, Re: Certain Insurance Benefits During Reductions.
5. Letter dated October 12, 1989, from Mr. Frechette to Mr. Carter, Re: Article 10 - Reporting and Call-In Pay.

6. Letter dated March 17, 2005 from Mr. McCormick to Mr. Smith, Re: Job Openings on Starting Jobs, Article 7, Section 7, Seniority.

Former Brockway Plants:

1. Letter dated March 10, 1977, from Mr. Becker to Mr. Macluskie, Re: Temporary Supervisor.
2. Letter dated February 6, 1980, from Mr. Becker to Mr. Cox, Re: Temporary Supervisor.
3. Letter dated January 31, 1983, from Mr. Becker to Mr. Cordery, Re: MailBox.
4. Letter dated February 10, 1983, from Mr. Hysong to Mr. Cordery, Re: Seniority on Layoff.
5. Letter dated August 4, 1986, from Mr. Hysong to Mr. Trojan, Re: Placement of Newly Hired Operations and Apprentices.
6. Letter dated October 10, 1989, from Mr. Frechette to Mr. Carter, Re: Article 10 - Reporting and Call-In Pay.

Former Owens and Former Brockway Plants

1. Letter dated October 10, 1968, from Mr. Rimer/no addressee, Re: Professional Medical Care.
2. Letter dated March 6, 1974, from Mr. Becker to Mr. Bocchicchio, Re: Definition of Crew Leader.
3. Letter dated September 9, 1980, from Mr. Masur to Mr. Hatfield, Re: Credited Company Service.
4. Letter dated January 29, 1983, from Mr. Reano to Mr. Hunt, Re: PTD Retirement, Recovery.

5. Letter dated April 1, 1983, from Mr. Masur to Mr. Hatfield, Re: Job Changes Impacting Insurance.
6. Letter dated July 29, 1986, from Mr. Hysong to Mr. Hunt, Re: Timely Discipline (extended to Owens 1999).
7. Letter dated July 30, 1986, from Mr. McCormack to Mr. Carter, Re: Computers.
8. Letter dated August 9, 1986, from Mr. Hysong to Mr. Trojan, Re: Light Duty.
9. Letter dated October 31, 1986, from Mr. Reano to Mr. Hatfield, Re: Promotion to Posted Job.
10. Letter dated July 16, 1989, from Mr. Moore to Mr. Hysong, Re: Substance Abuse Program.
11. Letter dated September 26, 1989, from Mr. Hysong to Mr. Hatfield, Re: Labor/Management Expense.
12. Letter dated October 10, 1989, from Mr. Frechette to Mr. Carter, Re: Reporting and Mitigating Circumstances.
13. Letter dated January 14, 1993, from Mr. Hysong to Mr. Hatfield, Re: Environmental Control.
14. Letter dated January 18, 1999, from Mr. Frechette to Mr. Pitts, Re: Stools.
15. Letter dated January 22, 1999, from Mr. Frechette to Mr. Pitts, Re: Article 19 Vacations.
16. Letter dated January 24, 1999, from Mr. Frechette to Mr. Pitts, Re: Article 26 Flame-Retardant.

17. Letter dated January 27, 1999, from Mr. Frechette to Mr. Pitts, Re: Method of Payment - Service Fee.
18. Letter dated January 31, 1999, from Mr. Frechette to Mr. Pitts, Re: A.M.D. Subcontracting.
19. Letter dated April 5, 1999, from Mr. Frechette to area manufacturing mgr./ plant mgr. - Supervisory Employees.
20. Letter dated March 19, 2002 from Mr. Pitts to Mr. McCormick, Re: Fire Watch.
21. Letter dated March 20, 2002 from Mr. McCormick to Mr. Smith Re: Article 18 (Holidays), Section 1.
22. Letter dated March 17, 2005 from Mr. McCormick to Mr. Smith, Re: Safety Shoes.
23. Letter dated March 17, 2005 from Mr. McCormick to Mr. Smith, Re: Insurance Advocates.
24. Letter dated March 21, 2005 from Mr. McCormick to Mr. Smith, Re: Trainer Rate

Joint Owens/Brockway A.M.D. and P&M Plants

1. Letter dated March 7, 1996, from Mr. Frechette to Mr. Carter, Re: HMO Weekly Contributions.
2. Letter dated March 28, 1999, from Mr. Frechette to Mr. Rankin, Re: Insurance Program HMO.
3. Letter dated March 29, 1999, from Mr. Frechette to Mr. Rankin, Re: Premium Pay "Double Back".
4. Letter dated March 29, 1999, from Mr. Frechette to Mr. Rankin, Re: HMO - Hearing Aids.

5. Letter dated March 20, 2002 from Mr. McCormick to Mr. Wilson, Re: Section 401(k) Savings Plan.
6. Letter dated March 24, 2002, from Mr. McCormick to Mr. Smith, Re: Withdrawing from PPO.
7. **Letter dated March 24, 2005, from Mr. Baker to Mr. Smith, Re: SPD for Group Insurance and Pension.**

I have included two copies of this letter. Please sign both copies on the "accepted" line and return one to me.

Sincerely,

David E. McCormick
Manager, Employee & Labor Relations

Accepted by: _____ Date: _____

Bruce R. Smith
Secretary-Treasurer
GMP International Union

— NOTES —